

Proposal Submission in Response to
City of Fort Pierce RFP No. 2018-010
From the:

Tiki Bar & Restaurant of Ft. Pierce, Inc.



Colin V. Lloyd

Owner

Ian T. Lloyd

Owner

Diego Larroude

Director of Operations

Donna Q. Burke

Operations Administrator

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Section 1 – Letter of Transmittal & Acknowledgment

1a. Transmittal Letter

Tiki Bar & Restaurant of Ft. Pierce, Inc.
Colin V. Lloyd and Ian T. Lloyd
2 Ave A, Fort Pierce, FL 34950

February 20, 2018

City of Fort Pierce, Purchasing Division
100 N Us Hwy 1
Fort Pierce FL 34950



On behalf of the Tiki Bar & Restaurant of Ft. Pierce, Inc., our team is pleased to present you with the enclosed proposal in response to RFP 2018-10 to operate the waterfront restaurant and bar located at The Fort Pierce City Marina. The proposal covers the following key points required:

1. Business Plan
2. Site Improvement Plan
3. Itemized list of physical improvements
4. Ability to meet set standards
5. Qualifications and Experience of Proposers
6. Related experience in the City of Fort Pierce
7. Past contracts with the City or other governmental agencies
8. Timeline
9. Proposed monthly fee or revenue share
- 10 References, Professional and Community

The four of us listed below are full-service restaurant owners and operators with combined experience of more than 80 years in the industry. The Tiki Bar & Restaurant of Ft. Pierce, Inc.

Ian T. Lloyd, President/Owner, 302 S Second Street Ft. Pierce FL 34950, c. 772.519.1845
Colin V. Lloyd, Vice President/Owner, 302 S Second Street Ft Pierce FL 34950, c. 772.216.615
Diego Larroude, Director of Operations, 4 Ave A Ft. Pierce FL 34950 c. 772.216.0739
Donna Q. Burke Operations Administrator, 4 Ave A Ft. Pierce FL 34950, c. 772.708.4555

We offer this competitive bid package to completely re-design the subject property which will allow us to enhance our successful operations as we continue to serve the overall Fort Pierce community including Historic Downtown Fort Pierce and the Fort Pierce City Marina. Our goal is to continue to provide successful and profitable restaurant operations for the next 20 years. We ask for your favorable approval.

Sincerely,

Ian T. Lloyd
President

1b. Proposer Acknowledgement Page

DELIVER TO: City of Fort Pierce 100 North U.S. 1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division P.O. Box 1480 Fort Pierce, FL 34954-1480	REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT
Contact: Purchasing Division, 772-467-3749	RFP No: 2018-010
Pre-Proposal Conference Date: January 25, 2018	RFP Title: Waterfront Restaurant and Bar at City Marina
Pre-Proposal Location: City Hall, 1st Floor Conference Room 100 North U.S. 1 Fort Pierce, FL 34950	RFP Opening Location: City of Fort Pierce Purchasing Division 100 North U.S. 1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: Thursday, March 1, 2018 at 3:00 PM	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: <u>Tiki Bar & Restaurant of</u> <u>Ft. Pierce, Inc.</u> Mailing Address: <u>2 Ave A</u> <u>Fort Pierce, FL</u> <u>34950</u>	I hereby certify that this proposal 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 proposal for the proposer. X <u>[Signature]</u> Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: <u>Jan T. Lloyd</u>
Type of Entity (Check One): ☒ Corporation ☐ Partnership ☐ Proprietorship	Title: <u>President</u>
Incorporated in the State of: <u>FL</u> Year: <u>1998</u>	Delivery in _____ days, ARO
Phone Number: <u>772-519-1845</u>	Payment Terms: Net 30 Days
Fax Number: <u>772-464-9858</u>	FEIN or SS Number: <u>65-0854257</u>
E-Mail Address: <u>Donna@originaltikiabar.com</u>	Local Business: ☒ Y ☐ N MWBE: ☐ Y ☒ N
Bid Security is attached, when required, in the amount of \$ <u>N/A</u> F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

1c. Proposer's Checklist

CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer 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 Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:	YES	NO
Is Request for Proposal cover page (page 38) completed, signed and attached?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in proposal documents.	✓	
Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents.	✓	
Proposal envelope is marked accordingly.	✓	
Is Drug-Free Work Place form signed and enclosed?	✓	
W-9 Form completed, signed and attached?	✓	
Are ten (10) complete proposal packages included (one original and nine copies)?	✓	
Is each Addendum (when issued) signed and included?	✓	
All required appendixes have been returned as stipulated in the solicitation document.	✓	

PLEASE SIGN AND RETURN WITH PROPOSAL


 Proposer's Signature
 02/15/18
 Date

Section 2 – Organizational Profile & Qualifications

2a. Organizational Profile and Qualifications Overview

First built in the early 1990s, The Original Tiki Bar & Restaurant, www.tikibarandrestaurant.com, was started as a small waterfront bar next the City of Fort Pierce Marina. In order to grow the business, the City of Fort Pierce issued a request for competitive bids to expand the operation. The Lloyd Family was the successful bidder and the City of Fort Pierce awarded the lease for operations in 1998. The family incorporated the business with the State of Florida as Tiki Bar & Restaurant of Ft. Pierce, Inc. in 1998. Within the first 6 weeks of acquiring the Tiki Bar, the family hired Chuck Enns Construction to expand the small bar. They enlarged the small area that only provided beverages and created a full-service restaurant overlooking the Indian River Lagoon. Improvements and expansion has continued throughout the 20-year period, and the restaurant now seats 175 patrons.

Under the leadership of owners Ian and Colin Lloyd, along with Diego Larroude, director of operations and Donna Q. Burke, operations administrator, the team has not only been providing diners with exceptional food and service, but has also increased the revenue at the Tiki Bar & Restaurant of Ft. Pierce, Inc. by an average of 3 – 5% each year. Gross revenue for 2017 totaled \$4,068,282.

Of major note, this successful business operation has weathered economic recessions along with several hurricanes, yet it has remained economically profitable during these trying times with sales increasing throughout its 20 year history.

The Tiki Bar & Restaurant of Ft. Pierce, Inc. currently employs more than 90 employees, and encourages minority participation. Currently, 68% of the restaurant's employees are minorities. The restaurant is proud to have long-term-retention of employees with 38% who have been with the company for more than 5 years. Seventy two percent of its employees live in Fort Pierce while 24% reside in Port St. Lucie and 4% in Vero Beach. The Original Tiki Bar & Restaurant regularly notifies employees that it is a drug-free workplace and ensures compliance of the drug-free workplace policy. The employee handbook is included in this section of the proposal.

The Tiki Bar & Restaurant of Ft. Pierce, Inc. is certified as a local vendor. The restaurant works with local vendors for its daily operations and will be using local vendors for the design and construction of this proposed new restaurant. Resumes of the owners and principle personnel are included in this proposal as well as qualifications of the firms who will be involved in this new restaurant project.

Ian and Colin Lloyd, owners of the Tiki Bar & Restaurant of Ft. Pierce, Inc. both personally and within business operations have provided much philanthropic support through the years for the City of Fort Pierce, its citizens, the public-at-large and local non-profit organizations. Since 2008, the company and its owners have donated \$172,000 to local organizations. They and their staff have financially supported and coordinated major events that draw people to Downtown. For example, for the last 10 years they have spearheaded and coordinated the Hooked on Music Festival. This 12-hour music festival held in March of each year attracts at least 5,000 people to the Historic Downtown waterfront at Marina Square. Also, for the last 12 years, the Tiki Bar & Restaurant of Ft. Pierce, Inc. has hosted a Halloween Costume Party Bash that draws at least 1,000 people to the waterfront in one night. During the Fourth of July celebration, the restaurant along with its owners and staff provide funding for the fireworks as well stages and bands outside for free entertainment to the

hundreds of people who gather along the water at Marina Square leading up to the fireworks show. In 2016, the Southern Kingfish Association held its national championship tournament in Fort Pierce. For this event, the Tiki Bar & Restaurant of Ft. Pierce, Inc. worked with the City of Fort Pierce Marina staff and hosted a beer garden and food for tournament participants and affiliated staff.

Besides hosting and coordinating the aforementioned major events, the restaurant offers incentives for people to come enjoy Historic Downtown. We offer a 15% discount to people who work for local downtown businesses.

In addition to having a 20 year history of working with the City of Fort Pierce staff, commissioners, and citizen committees, we have provided references from both professional and community partners which indicate our commitment to having positive working relationships with fellow, local businesses and other community organizations. They are included in this section for your review.

Throughout their 20-year history, the Lloyds have earned a solid reputation as restaurateurs, and have successfully marketed the restaurant which is now a Fort Pierce destination. Trip Advisor gave the restaurant an Award of Excellence in 2017. Evidence of marketing campaigns and newspaper articles about the restaurant are in this section of the proposal.

All licenses and insurance required by government agencies to operate The Original Tiki Bar & Restaurant are included in this section for your review.

In addition to leasing the land and operating the The Original Tiki Bar & Restaurant for the last 20 years, Ian and Colin Lloyd are the owner/operators of Cobb's Landing, www.cobbs-landing.com, located at 200 N. Indian River Drive, Fort Pierce which is also leased from the City of Fort Pierce. The lease of the Tiki Bar and Cobb's Landing are provided for review in this section. The Lloyd's also own a third Fort Pierce restaurant called Bluewater Beach Grill, www.bluewaterbeachgrill.com, located at 2025 Seaway Dr, Fort Pierce. They continue to provide outstanding food and entertainment at these three well-known establishments.

The Tiki Bar & Restaurant of Ft. Pierce, Inc. has been instrumental in the revitalization of Historic Downtown Fort Pierce. We have marketed and made the restaurant a destination that brings thousands of people each year to the downtown/marina area. We have been fully supportive of planning board initiatives, including the 2011 comprehensive plan and have worked hand in hand with the staff at the Fort Pierce City Marina, particularly during the reconstruction and major renovation of the downtown waterfront and marina for several years following the devastating hurricanes of 2004.

As shown with our 20 year tenure operating The Original Tiki Bar & Restaurant, our entire team is qualified and dedicated to maintaining the City of Fort Pierce's vision to provide a first class facility that meets the demands of residents and visitors alike. We are proposing a complete re-design of the current facility that will create a top-of-the line, yet tropical and casual atmosphere that not only brings more people into Historic Downtown Fort Pierce, but also improves the City's revenue.

As evidenced by the attached financial statements and other documentation, the Tiki Bar & Restaurant of Ft. Pierce, Inc. as well as its owners, Ian and Colin Lloyd, have the financial stability, knowledge and professional strength to bring this site and facility up to an even greater level of excellence for the City of Fort Pierce.

2b. Original Corporate Filing Approved by the State of Florida in 1998

P98000060550

FILINGS, INC. TERESA ROMAN

(Requestor's Name)

2805 LITTLE DEAL ROAD

(Address)

TALLAHASSEE, FLORIDA 32308

(904) 385-6735

(City, State, Zip)

(Phone #)

OFFICE USE ONLY

200002583512--3
-07/08/98--01000--008
*****70.00 *****70.00

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Tiki Bar & Restaurant of Ft. Pierce, Inc

(Corporation Name)

(Document #)

2. _____

(Corporation Name)

(Document #)

3. _____

(Corporation Name)

(Document #)

4. _____

(Corporation Name)

(Document #)

☒ Walk in

☒ Pick up time

2:00

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
☒	Profit
☐	NonProfit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS	
☐	Amendment
☐	Resignation of R.A., Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☐	Merger

OTHER FILINGS	
☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/QUALIFICATION	
☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

Examiner's Initials

ARTICLES OF INCORPORATION

ARTICLE I - NAME

The name of this corporation is Tiki Bar & Restaurant of Ft. Pierce, Inc.

ARTICLE II - PRINCIPAL OFFICE

The mailing address of this corporation shall be
P.O. Box 4382
Fort Pierce, Florida 34948

FILED
98 JUL -8 PM 3:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE III - PURPOSE

This corporation is organized for the purpose of transacting any or all lawful business.

ARTICLE IV - CAPITAL STOCK

This corporation is authorized to issue 10,000 shares of \$1.00 par value common stock which shall be designated as "Common Shares".

ARTICLE V - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 3732 N.W. 16th Street, Fort Lauderdale, Florida 33311 and the name of the initial registered agent of this corporation at that address is Filings, Inc., a Florida corporation.

ARTICLE VI - INITIAL BOARD OF DIRECTORS

The Corporation shall initially have one (1) director to hold office until the first annual meeting of stockholders and his successor shall have been duly elected and qualified, or until his earlier resignation, removal from office or death. The number of Directors may be either increased or decreased from time to time in accordance with the By-laws of the Corporation. The name and address of the initial Director is:

Vincent A. Lloyd
201 S. 2nd Street, Fort Pierce, Florida 34948

ARTICLE VII - INCORPORATOR

The name and address of the Incorporator signing these Articles is:

Filings, Inc., a Florida Corporation
3732 N.W. 16th Street
Fort Lauderdale, Florida 33311

ARTICLE VIII - PRE-EMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation shall have the right to purchase his prorata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE IX - INDEMNIFICATION

The corporation shall indemnify any Officer or Director, or any former Officer or Director, to the full extent permitted by law.

ARTICLE X - AMENDMENT

This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on the date of signing.

Dated: July 8, 1998

Filings, Inc.
by Teresa Roman, Vice-President

Teresa Roman
Incorporator

Certificate designating place of business or domicile for the service of process within Florida, naming agent upon whom process may be served.

In compliance with Section 607.0501, Florida Statutes, the following is submitted:

First that Tiki Bar & Restaurant of Ft. Pierce, Inc., desiring to organize or qualify under the laws of the State of Florida, has named Filings, Inc., a Florida corporation, located at 3732 N.W. 16th Street, Fort Lauderdale, Florida, as its agent to accept service of process within Florida.

Dated: July 8, 1998

Teresa Roman

Teresa Roman, Incorporator

Having been named to accept service of process for the above stated Corporation, at the place designated in this certificate, I hereby agree to act in this capacity. I further agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated: July 8, 1998

Filings, Inc.
by Teresa Roman, Vice President

Teresa Roman

FILED
JUL -8 PM 3:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2c. Corporate Annual Report Filed January 10, 2017

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000060550

Entity Name: TIKI BAR & RESTAURANT OF FT. PIERCE, INC.**Current Principal Place of Business:**2 AVE. A
FORT PIERCE, FL 34950**Current Mailing Address:**4 AVE A
FORT PIERCE, FL 34950**FBI Number:** 65-0854257**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**LLOYD, IAN T
302 SOUTH 2ND ST.
FORT PIERCE, FL 34950 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	P
Name	LLOYD, IAN T
Address	302 SOUTH 2ND ST.
City-State-Zip:	FORT PIERCE FL 34950

Title	VP
Name	LLOYD, COLIN V
Address	302 SOUTH 2ND ST.
City-State-Zip:	FORT PIERCE FL 34950

I hereby certify that the information set forth on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the person or persons empowered to execute this report as required by Chapter 607, Florida Statutes, and that no other person, officer, or agent is authorized to execute this report on my behalf.

SIGNATURE: IAN T LLOYD

PRESIDENT

01/10/2017

Electronic Signature of Signing Officer/Director Detail

Date

2d. Resumes of Primary Individuals

IAN LLOYD

302 South Second Street
Fort Pierce, FL 34950
(772) 464-4600

Experience	2001-Present President & Owner	Original Tiki Bar & Restaurant, Ft. Pierce, FL
	2004-Present Founder/Co-Owner	Bluewater Beach Grill, Ft. Pierce, FL
	2005-Present Founder/Co-Owner	Cobb's Landing Restaurant, Ft. Pierce, FL
	1999-Present Partner/Attorney	Hoskins, Turco, Lloyd & Lloyd, Ft. Pierce, FL

Education	1993-1996 Bachelor of Arts Degree	The University of North Carolina at Chapel Hill, Chapel Hill, NC
	1996-1998 Juris Doctorate Degree	Stetson University College of Law St. Petersburg, FL

Community Involvement

1999-2000 Board Member	Manatee Center, Ft. Pierce, FL
2000-2002 Board Member	Sunrise Theatre, Ft. Pierce, FL
2004-2005 President	St. Lucie County Bar Association
2011-2013 Board Member	Epilepsy Foundation of Florida

COLIN V. LLOYD

302 South Second Street
Fort Pierce, FL 34950
(772) 464-4600

Experience

2003-Present Original Tiki Bar & Restaurant, Ft. Pierce, FL
Vice President & Owner

2004-Present Bluewater Beach Grill, Ft. Pierce, FL
Founder/Co-Owner

2005-Present Cobb's Landing Restaurant, Ft. Pierce, FL
Founder/Co-Owner

1999-Present Hoskins, Turco, Lloyd & Lloyd, Ft. Pierce, FL
Partner/Attorney

2001-2015
Lloyd Properties, LTD. General Partner

Education

1991-1995 The University of North Carolina
Bachelor of Arts Degree at Chapel Hill, Chapel Hill, NC

1996-1998 University of Florida College of Law
Juris Doctorate Degree Gainesville, FL

Community Involvement

Past Board Member Main Street Ft. Pierce, FL

Past Board Member Planning Board City of Ft. Pierce, FL

DIEGO M LARROUDE

4 Ave A, Fort Pierce, Florida 34950 ☎ 772.216.0739 ☎ 772.464.9858 ✉ diego15tk@gmail.com

EXECUTIVE POSITION

Industry Focus: Restaurant Operations

QUALIFICATIONS PROFILE

Dedicated Restaurant Operations Manager with a strong work ethic and the ability to build lasting client relations
Experienced in Operations Management, cost control, budgeting, sales forecasting & staffing
Adept in communicating with customers, vendors & staff
Able to motivate employees to perform at their maximum capabilities
Motivated, adaptable & enjoy new challenges

CORE COMPETENCIES

Multi-Unit Management | Business Development | Site Selection & Construction
Customer Service and Relation | Cross-Functional Leadership

Technical Proficiency: Micros POS/ Microsoft Word/Excel

PROFESSIONAL EXPERIENCE

ORIGINAL TIKI BAR & RESTAURANT GROUP • FORT PIERCE, FL

DIRECTOR OF OPERATIONS

Jun 2002–Present

(Original Tiki Bar | Cobb's Landing | Bluewater Beach Grill)

- ☐ Assume full accountability for three Full Service Restaurant institutions, including recruitment operation, and placement of administration staff companywide.
- ☐ Efficiently oversee daily operational activities of over 125 results-driven staff to guarantee completion of daily assignments as well as achievement of customer satisfaction
- ☐ Function as Maintenance supervisor of 2 full time workers to ensure the Restaurant and all equipment are operational
- ☐ Hire, train and mentored all management staff
- ☐ Work with accounting management staff to build operational & financial forecasts & budgets

NOTABLE ACCOMPLISHMENT

- Proficiently handled multimillion-dollar establishment by efficiently spearheading business unit for growth and development
- Optimized growth for the company by providing outstanding operational leadership, which resulted to company growth and expansion; Successfully spearheaded establishment of two more restaurant, which include drafting of concepts and designing operation

PROFESSIONAL AFFILIATIONS

SUNRISE THEATRE FORT PIERCE / MAIN STREET FORT PIERCE

DONNA QVARNSTROM BURKE

2401 Dade Road, Fort Pierce, Florida 34982 ☎ 772.708.4555 ☎ 772.464.9858 ✉ donna@originaltikibar.com

EXECUTIVE POSITION

Industry Focus: Hospitality Administration & Operations

QUALIFICATIONS PROFILE

Highly motivated result-driven and performance-focused professional. Comprehensive experience in administration, staff training, development, and business management within the hospitality industry. Demonstrates first-rate expertise in general management, sales and marketing, operation, technical and analytical planning. Offers a well-defined business acumen, outstanding analytical communication, problem-solving, and organizational skills.

CORE COMPETENCIES

**Human Resource Management | Business Development | Territory Management
Customer Service and Relation | Cross-Functional Leadership**

Technical Proficiency: Microsoft Office Suite (Word, Excel, and PowerPoint) Quickbooks

PROFESSIONAL EXPERIENCE

ORIGINAL TIKI BAR & RESTAURANT GROUP • FORT PIERCE, FL

OFFICE ADMINISTRATOR | OPERATIONS MANAGER

Jun 2005 - Present

(Original Tiki Bar | Cobb's Landing | Bluewater Beach Grill)

- ❑ Assume full accountability for the entire human resource duties and responsibilities for three institutions, including recruitment operation, payroll management, and placement of administration staff companywide.
- ❑ Efficiently oversee daily operational activities of over 100 results-driven staff to guarantee completion of daily assignments as well as achievement of customer satisfaction
- ❑ Employ keen attention to detail in documenting daily sales statistics and account payables and adjusting three bank financial statement
- ❑ Function as banquet Coordinator and Planner for Cobb's Landing Property, responsible for banquet reservation and inquiry of all functions. Growth of 6% per calendar year
- ❑ Enhance company sales profitability by conducting marketing and social media advertising operations

NOTABLE ACCOMPLISHMENT

- Proficiently handled multimillion-dollar establishment by efficiently spearheading business unit for growth and development
- Optimized growth for the company by providing outstanding operational leadership, which resulted to company growth and expansion; Successfully spearheaded establishment of two more restaurants, which include drafting of concepts and designing operation

US FOODSERVICE • BOCA RATON, FL

TERRITORY MANAGER

Jun 2003 - Jun 2005

- ❑ Built and cultivated professional relationship with existing and potential foodservice staff, as well as facilitated educational coaching program and training for staff development
- ❑ Worked collaboratively with clients in acquiring all accounts receivable within the portfolio, successfully achieving over 90% completion for A/R compilation

Donna Qvarnstrom Burke • Page 1 of 2

DONNA QVARNSTROM BURKE

☎ 2401 Dade Road, Fort Pierce, Florida 34982 ☎ 772.708.4555 ☎ 772.464.9858 ✉ donna@originaltikibar.com

NOTABLE ACCOMPLISHMENT

- Held responsible for supervising client base operations, which ensured achievement of drop size objectives, minimum gross profit dollars per drop, within the day delivery process, and reduced product returns volume
- Earned recognition for coordinating with clients to provide expert resolution to food cost issues, optimizing labor saving system, and organizing food safety training to ensure client satisfaction

D&B FOODWORKS • BOYNTON BEACH, FL

OWNER AND MANAGER

MONTH 1996 OCT 2003

- ☐ Handled general administration and daily operations within the establishment, while proficiently serving more than 650 clients within the area; carried out purchasing activities, cost control, and payroll management.
- ☐ Developed and implemented innovative kitchen design, menu plan, and assistance procedure for the adult community

EARLIER CAREER

GUESTS RESTAURANTS INC. • BOYNTON BEACH, BOCA RATON, AND JUNO BEACH, FL

MANAGER | SERVER | BARTENDER

A&B GRILL • BOYNTON BEACH, FL

SERVICE STAFF MANAGER

RESTAURANT MANAGEMENT OF SOUTH CAROLINA INC. (DBA SHONEY'S LANTANA | DELRAY BEACH

GENERAL MANAGER

SHONEY'S INC. • NASHVILLE • TN

FRANCHISE TRAINING REPRESENTATIVE

PROFESSIONAL DEVELOPMENT

QuickBooks Certification
ADP Payroll Certification
Restaurant Management School • Shoney Restaurants

PROFESSIONAL AFFILIATIONS

Sunrise Theatre Fort Pierce, Main Street Fort Pierce
Member of Sunrise Kiwanis Club Fort Pierce FL

Matthew Michael Phillips

5977 NW Wesley Rd Port St. Lucie, Florida 34986

772-579-3172 matmikcp@aol.com

Education

1996 Fort Pierce Central High School

2005 Indian River State College, Associate in Science in Computer Information Technology

2016 ServeSafe Manager Certification

Professional Experience

11/2017-3/2014 & 11/2007-5/2013 Original Tiki Bar / Bluewater Beach Grill Fort Pierce, FL

General Manager

Hired on as a Key Employee for Original Tiki Bar & Restaurant

- Promoted to Manager for Blue Water Beach Grill in January 2009

General Manager- Bluewater Beach Grill

- Provide direct leadership to upwards of 15 personnel, including assistant managers.
- Responsibilities include: hiring, training, and developing staff including assistant managers
- Manage business operation initiatives, including payroll, invoicing, inventory, scheduling, and human resource related matters.
- Book live music acts

- Promoted to General Manager of Original Tiki Bar & Restaurant December 2011 thru current

General Manager- Original Tiki Bar & Restaurant

- Provide direct leadership to upwards of 60 personnel, including assistant managers, and an executive chef for a restaurant with revenues in excess of \$50,000 to 120,000 per week.
- Responsibilities include: hiring, training, and developing staff including assistant managers
- Manage business operation initiatives, including payroll, invoicing, inventory, scheduling, and human resource related matters.
- Book live music acts
- Plan & coordinate large scale events, "Hooked on Musical festival"
- Review and use Weekly Profit and Loss sheets to effectively maintain restaurant expenses and make adjustments accordingly

3/2014-5/2013

Flanigan's Seafood Bar and Grill

Stuart, FL

Assistant Manager

- Maintain corporate standards for training and retaining staff
- Serving consistent food & drinks
- Provide direct leadership to upwards of 45 personnel

July 2003-November 2007

Red Lobster

Fort Pierce, FL

Culinary, Service Professional-

Responsibilities included; assisted with inventory and ordering

- Filled whatever roll was needed at the time including: serving, bartending, back of house, talking to guests, key holder, etc
- Certified trainer, trained Front of House and Back of House staff

References

Donna Burke, Office Administrator, Original Tiki Bar, supervisor

772-708-4555

Diego Larroude, Director of Operations, Original Tiki Bar, supervisor

772-216-0739

Dale Hyndman, General Manager, Flanigans, supervisor

561-452-2220

Heather Alexander, teacher, friend

772-812-6630

JEFF FENNING

2079 5TH COURT SE.
VERO BEACH, FLORIDA 32962
772 925 4249
Fenningj12384@gmail.com

EDUCATION

Annual attendance of serve safe staff certification

2012	Manager's Food handling certification
2008	Santa Fe Community College Gainesville, FL
2005	Indian River State College Vero Beach, FL
2003	Saint Edwards High School Vero Beach, FL

The Original Tiki Bar Fort Pierce, Fl

I started as a key manager March 13, 2016 and have since been promoted to Assistant General Manager of The Original Tiki Bar by February 2017. I am capable of all aspects of the job including scheduling pars of all employees as well as making employment decisions. I have learned on the job problem solving skills and rarely need help with day to day operations when unexpected problems occur. I create a positive work environment with any and all employees and I am well respected and connected in the community.

EMPLOYMENT HISTORY

T.G.I. Fridays Vero Beach, FL ALL STATION LINE COOK

Responsibilities: Cooking to company specifics on every station of the kitchen. Sanitary practices, portioning, prep work, execution in a timely manner, leadership, and quality control of product presentation and production.

Mothers Pub and Grill Gainesville, FL 12/14 – 7/15**General Manager**

Responsibilities: Providing a thriving bar and grill experience for any and all patrons. Daily operations, safe and accurate money handling, organizing events, and employee acquisitions/terminations.

MILLER'S ALE HOUSE Gainesville/Ocala, FL 08/07 – 12/14

Server, Bartender, Expo, All Station Cook, Key Manager, Bar Manager, FOH Manager, Kitchen Manager (in that order)

Responsibilities: Opening restaurant, setting up both FOH and BOH for success on a daily basis, all weekly orders: Cheney, liquor, draft, bottle, wine, Bar Harbor, and supply. Inventory (on all things previously listed). Being prepared for health inspection at all times, employee wage decision making and weekly reviews, control of food cost, liquor cost, supply cost, and limiting variances on a weekly basis.

Fine Dining Experience 2002 - 2005

SERVER

Ocean Grill, Vero Beach, FL

Scampi Grill, Vero Beach, FL

Responsibilities: Providing accurate, efficient, and outstanding service for the most positive guest experience achievable.

References & Achievements are encouraged and available upon request

Susan R. Alkire, Chef
 Residence: Jensen Beach, Florida
 Phone: 772-342-0305
 Email: susanreneedenny@outwardboundalumni.org

Professional Experience

July 2012-present

Executive Chef, The Original Tiki Bar and Restaurant, Ft. Pierce, FL

- All aspects of running a high volume seafood restaurant. •Schedules, new menu creation, specials, ordering, invoices, inventory, reports
- Manage BOH staff of 30 employees
- Maintain 27-30% food cost- daily average in-season sales are \$20,000+ about 4 million annually
- Restaurant was #156 on Trip Advisor at beginning of my employment and is now #2
- Maintain 8-12 % labor cost

January, 2011- July 2012, Sous Chef, Main Street Full Service Catering and Cafe, Jonesborough, Tennessee
www.Mainstreetcatering.net

- Duties included the daily production, preparation and presentation of all food for Main Street Cafe as well as any and all catering events.
- Work with local farmers and market to create an annual farm to table dinner event
- Assisted Executive Chef, Alex Bomba in the creation, costing and implementation of seasonal, special and specials menus for the Main Street Cafe.
- Responsible in helping cost control and purchasing support.
- Assumed the responsibilities of the Executive Chef in his absence.
- Menu and execution of school lunches for 300 + students at Providence Academy in Johnson City, Tennessee
- Professionally execute 6 different menus for 6 different weddings for a total of 1200 guests.
- Create and execute a monthly menu for a charity lunch at the Jonesborough Senior Center
- My own award winning soups supplied to local 4 and 5 star Bed and Breakfasts

October 2009-November 2010, Kitchen Manager, Big Hurt's at Harrah's Las Vegas, NV

- Initial opening and setup of the restaurant

- Menu print layout
- Responsible for menu
- Training of all staff
- Repairs and maintenance
- Monitor and control labor and food costs
- Hiring, firing and disciplinary actions
- Ordering of all products used by the restaurant

May 2008-October 2009, Kitchen Manager, Shane's Ribs North Las Vegas, NV

- Responsible for all aspects of running the restaurant; staffing- hiring and firing, promotions, raises and disciplinary action.
- Promotional ideas to increase traffic
- Coupons and flyers, print ads in local papers
- Ordering all supplies necessary for operation
- Payroll and tip allotment.
- Supervising and scheduling for back and front of house staff
- Managing all functions related to preparation of meals
- Superb and fair managerial skills

July 2004 -April 2008, Kitchen Manager, Costa Del Mar, Manuel Antonio, Costa Rica

- Primary duties were executing a broad menu from appetizers to deserts
- Ordering supplies
- Supervising and scheduling kitchen staff
- Managing all functions related to preparation of meals
- Well-trained and experienced kitchen manager
- Human relations
- Redistributed clean-up assignments to even out duties, which improved employee teamwork and morale

November 2002- September 2003: Assistant Store Manager Peter Glenn Ski and Sports, Delray Beach, Florida

- Responsibilities included day to day running of the store and cash outs, bank deposits and receiving of new merchandise.
- Created special promotions and sales unique to the time of year to best liquidate the inventory.
- Organized employee schedules, hired and fired. Organized training classes to educate the public and create awareness of the products I had in stock.
- Special radio promotions at local stations. Organized skate competitions to attract the market needed to buy skate products.
- Weekly and monthly reports, inventory yearly.
- Employee payroll.

August 1997- October 2002: Kitchen Manager, Delray Cafe, Delray Beach, Florida.

- Creation of new menu items
 - Help in ordering
 - Daily specials
 - Creation of new recipes for all meal times
 - In charge of all orders of bulk desserts to other restaurants
 - General cooking
 - Shift leader during breakfast and lunch shifts
-
- Windows, Excel and Office domain
 - Advanced computer skills
 - Excellent group worker
 - Excellent leadership abilities
 - Efficient multi-tasker
 - English and Spanish
 - Great imagination
 - Hardworking and dedicated

2e. Qualifications of Contractor and Design Team

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



**RFQ for CM Services for
Waterfront Restaurant & Bar at City Marina
RFQ# 2018-010**



Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Firm's Qualifications

Paul Jacquin & Sons, Inc., was founded in 1940 by Paul John Jacquin. Born in 1912, he began his construction career in his teenage years. The heritage has been carried forward by his son, Paul Edward Jacquin; and his grandsons, Paul Raymond Jacquin, Michael Edward Jacquin and Robert Alan Jacquin. In 1975, the name "Paul Jacquin & Son, Inc." came into existence as a trade name for the business. Since that time, the business has grown immensely on the Treasure Coast and the name has become synonymous with honesty, integrity and reliability. In 1996 the name was changed to read "Paul Jacquin & Sons, Inc." with Paul Edward Jacquin as the current CEO and the addition of his second son to the firm.

The business is now going on four generations and the philosophy has remained stable through all this time. Paul John Jacquin, founder of the company, instilled strong ethical values in his son – which he has passed along to his sons which will constitute the ethical values of this company in the future.



Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475

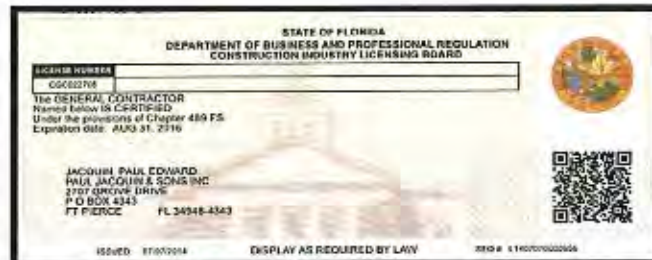
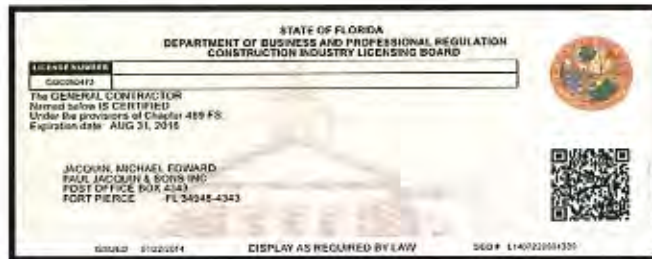


Firm's Qualifications

Corporate Certificate



General Contractor Licenses



Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Firm's Qualifications

ACORD		PAUL-J-1		OP ID: KR	
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 01/30/2018	
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).					
AGENT Stuart Insurance, Inc. 3070 S.W. Mapp Palm City, FL 34990 Joseph E. Coons, CPCU, CIC		CONTACT NAME: Joseph E. Coons, CPCU, CIC. PHONE (A/R, W, C): 772-286-4334 FAX: 772-286-8389 E-MAIL: kroden@stuartinsurance.net			
INSURED: Paul Jacquin & Sons, Inc. Michael Jacquin P.O. Box 4343 Fort Pierce, FL 34948-4343		INSURER(S) AFFORDED COVERAGE Westfield Insurance Co. FCCI Insurance Group			
		HAZO # 24112 10178			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:					
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.					
COV	TYPE OF INSURANCE	ADD. SVCS REQ. W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)
A	☒ COMMERCIAL GENERAL LIABILITY CLAIM-MADE ☒ OCCUR COV. AGGREGATE ☐ AND APPLIC. FOR POLICY ☐ 2001 ☐ 100 OTHER:	Y Y	TRA7400649	01/01/2018	01/01/2019
				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT \$ 500,000 MED EXP (per person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPLETED \$ 2,000,000 Emp Ben. \$ 1,000,000	
A	☒ AUTOMOBILE LIABILITY ALL AUTO ☐ NON-OWNED ☐ AUTO ONLY ☐ BOAT/PLANE ☐ AUTO ONLY ☐ BOAT/PLANE ONLY	Y	TRA7400649	01/01/2018	01/01/2019
				COMBINED SINGLE LIMIT (Excluding) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$	
A	UMBRELLA LIAB. ☐ OCCUR ☐ CLAIM-MADE ☐ EXCESS LIAB. ☐ RETENTION:	Y	TRA7400649	01/01/2018	01/01/2019
				EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ALL POLICIES WITHIN POLICY PERIOD (EXCEPT WHERE EXCLUDED) (Mandatory in FL) If yes, does the ins. cover EMPLOYEES OF COMPANIES?	Y/N	001WC18AS7784	01/01/2018	01/01/2019
				PER STATUTE ☐ OR ☐ E.L. DISEASE - \$ 1,000,000 E.L. DISEASE - \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Inland Marine		TRA7400649	01/01/2018	01/01/2019
				Rented Equipment \$ 100,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 105, Additional Remarks Schedule, may be attached if more space is required) Project: Waterfront Restaurant & Bar at City Marina RFP 2018-010 Additional Insured: City of Fort Pierce and its officials, officers and employees					
CERTIFICATE HOLDER CITFP-1 City of Fort Pierce Attn: Risk Manager 100 N US1 Fort Pierce, FL 34960			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 <i>Joseph E. Coons</i>		

ACORD 26 (2016/03)

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Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Firm's Qualifications

1. Project Title Waterfront Restaurant & Bar at City Marina
 2. Location 2 Avenue A, Ft. Pierce, FL
Distance from the job site 6 miles
 3. Submitted by Paul Jacquin & Sons
Address 7348 Commercial Circle,
Ft. Pierce, Florida 34951
 4. (Check below)
A Corporation ☒ (X)
A Co-partnership ☐ ()
An Individual ☐ ()
A Joint Venture ☐ ()
- Date February , 2018
5. If a Corporation, answer this:
Date of Incorporation 12-31-75
In what State Florida
 - If a Partnership or Individual Proprietorship, answer this:
Date of Organization _____
If a partnership, state whether partnership is general, limited association _____

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Firm's Qualifications

1. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate by (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation	X	N/A	N/A
Joint Venture			
Partnership			

2. Firm is a certified Minority Business Enterprise as defined in Florida Statue 287.09431 _____ Yes _____ X No
3. Length of time Firm has been in business under same name. 40 years

Length of time in business for separate firms of a joint venture

Firm(s) Name	Length of Time in Business
N/A	N/A

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Firm's Qualifications

4. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number(s), facsimile number(s), and email address(s).

Paul Jacquin & Sons, Inc.

7348 Commercial Circle

Ft. Pierce, FL 34951

PH 772-465-2475 Fax 772-466-2806

michael.jacquin@pjsi.com

5. Other Office Locations – Location of other offices from which resources may be drawn.

N/A



Firm's Qualifications

5. Name of Officers Name and Address of Partners
- | | | |
|----------------|---------------------------|---|
| President | <u>Michael E. Jacquin</u> | <u>7348 Commercial Circle, Ft. Pierce</u> |
| Vice President | <u>Jonathan Modine</u> | <u>7348 Commercial Circle, Ft. Pierce</u> |
| Vice President | <u>Paul R. Jacquin</u> | <u>7348 Commercial Circle, Ft. Pierce</u> |
| Secretary | <u>Alyssa Poole</u> | <u>7348 Commercial Circle, Ft. Pierce</u> |
| Treasurer | <u>Cheryl A. Jacquin</u> | <u>7348 Commercial Circle, Ft. Pierce</u> |
6. a. How many years has your organization been in the construction business?
- 77 years
- b. How many years under your present name? 40 years
- c. How many years under previous business name? Paul Jacquin & Son, Inc. – 35 years
7. Is your organization currently pre-qualified with any governmental agency? _____
If so, please list.
City of Port St. Lucie, St. Lucie County School District, St.
Lucie County, Okeechobee County, City of Ft. Pierce, Martin
County, Martin County School District
8. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification?
If so, please list and describe _____
- No

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Firm's Qualifications

SUBSIDIARY OR AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY
OR AFFILIATED COMPANIES

EXPLAIN IN DETAIL THE
PRINCIPAL'S INTEREST IN THIS
COMPANY AND NATURE OF BUSINESS

N/A

NUMBER OF FULL TIME PERSONNEL WITHIN YOUR ORGANIZATION

	Current	Maximum	Minimum
9. a. Clerical Personnel	4		
b. Engineers & Architects			
c. Supervisors, Foremen, Superintendents	6		
d. Skilled Employees including Technicians	1		
e. Unskilled Employees			
f. Estimators	1		
g. Total number of full time personnel	15		

10. WHAT IS THE CONSTRUCTION EXPERIENCE OF THE PRINCIPALS AND SUPERVISORY PERSONNEL OF YOUR ORGANIZATION? (asterisk any personnel likely to be assigned to project being bid).

PRINCIPAL'S NAME	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	WHAT CAPACITY AND WITH WHOM
Michael Jacquin	President	27	Jacquin & Sons
Chris Singley	Project Mgr	28	Jacquin & Sons
			Martin Co. Schools

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Firm's Qualifications

11.	SUPERVISORY PERSONNEL	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	WHAT CAPACITY AND WITH WHOM
	<u>Jared Modine</u>	<u>Project Mgr</u>	<u>7</u>	<u>Jacquin & Sons</u>
	<u>Paul R. Jacquin</u>	<u>Super</u>	<u>27</u>	<u>Jacquin & Sons</u>
	<u>Chris Pallon</u>	<u>Super</u>	<u>26</u>	<u>Jacquin & Sons</u>

12. Within the previous 5 fiscal years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

13. Within the previous 5 fiscal years has your organization been involved in litigation?
No. If so, please list and explain nature and current status.

N/A

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Completed Area Projects

Dales BBQ - Moonswiners
Ft. Pierce, Florida

Owner:
Moonswiners
Ft. Pierce, FL.

Completion Date:
March, 2014

Size:
2782 total sf.

Type:
New Construction

Key Professionals:

Project Manager

Paul R. Jacquin
Superintendent

Architect:
Donadio & Associates
Vero Beach, FL.



Complete remodel of the restaurant after a fire devastated the kitchen area and fire pit. Reconfigured the kitchen layout and seating area for better access.

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Completed Area Projects

Owner:

A.E. Backus Gallery
500 N. Indian Drive
Ft. Pierce, FL.

**A.E. Backus Art Museum,
Fort Pierce, FL.****Completion Date:**

02/2016

Size:

7,215 s.f.

Type:

Renovation

Key Professionals:

Jared Modine
Project Manager

Paul R. Jacquin
Superintendent

Architect:

Donadio & Assoc.
609 17St.
Vero Beach, FL

**Project Description:**

Expansion to the existing building and outside area with "river current" concrete paving and Architectural Tensile Structures.

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Completed Area Projects

Owner:

Treasure Coast Food Bank
Ft. Pierce, FL.

**Treasure Coast Food Bank,
Fort Pierce, FL.**

Completion Date:

03/2017

Size:

9,275 s.f.

Type:

Renovation

Key Professionals:

Chris Singley
Project Manager

Chris Pallon
Superintendent

Architect:

Donadio & Assoc.
609 17St.
Vero Beach, FL

**Project Description:**

Renovation to the existing building expanding the kitchen prep area for storing and distribution of meals to other locations.

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



Completed Area Projects

Owner:

SLC Board of County
Commissioners/TCERDA
Ft. Pierce, FL.

**BOCC / TCERDA “Sunshine Kitchen”,
Fort Pierce, FL.****Est. Completion Date:**

07/2018

Size:

9,884 s.f.

Type:

New Construction

Key Professionals:

Jared Modine
Project Manager

Chris Pallon
Superintendent

Architect:

FDB Architects
Vero Beach, FL

**Project Description:**

New construction of a one-story technology modern style, masonry and steel structure of approximately 9,781 square feet in area “shell building”, with an interior build out of 4,000 square feet of shell building for a single Kitchen tenant.

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



References



June 25, 2007

To Whom It May Concern:

Donadio and Associates, Architects, P.A. has worked with Paul Jacquin and Sons Construction over the past 12 years, on projects from multi-purpose facilities, office and medical buildings, elementary schools, middle schools, community colleges, new and renovated construction. During the construction of these projects, Paul Jacquin and Sons Construction performed in a timely manner, delivering a quality project on time and on budget. Their ability to properly man a project to meet any type of construction schedule is one of the company's assets.

We have worked with Owner, Michael Jacquin and Project Manager, Fritz Norris, who have proven to be very competent on projects of any type and size. They are Team players, always running their projects in a professional manner and very willing to work with the Architect and Owner to provide a project on time, within budget and of good quality.

I highly recommend Paul Jacquin and Sons Construction without reservation, for any upcoming projects that you may be considering their Professional Services.

Please feel free to contact this office, should you have any questions.

Sincerely,

Anthony J. Donadio

Anthony J. Donadio, AIA, NCARB
President

"They are Team players, always running their projects in a professional manner and very willing to work with the Architect and Owner to provide a project on time, within budget and of good quality."

-Anthony J. Donadio
Donadio & Associates, Architects, P.A.

609 17th Street Vero Beach, FL 33476
Email: info@donadio.com

Paul Jacquin & Sons, Inc. 7348 Commercial Circle Ft. Pierce, FL. 772-465-2475



References

**BOARD OF
COUNTY
COMMISSIONERS**



**SOLID WASTE
BAILING & RECYCLING
FACILITY**

January 7, 2015

To Whom It May Concern:

Paul Jacquin & Sons, Inc. was responsible for the construction of the Single Stream Processing Facility at the St. Lucie County Baling & Recycling Facility. This was a complex multimillion dollar project that Jacquin and Sons handled with extreme professionalism. Their onsite construction team and management team handled all design changes and contract adjustments during construction with confidence and ease.

I would recommend Paul Jacquin & Sons, Inc. for any job they would undertake.

Please feel free to contact me if you have any questions.

Sincerely,

Ron Roberts
Solid Waste Division Director

CHRIS DEASOVSKY, District No. 1 • TODD MOWERY, District No. 2 • PAULA SPWIS, District No. 3 • KENNETH HITCHCOCK, District No. 4 • KIM JOHNSON, District No. 5

2300 Virginia Avenue • Fort Pierce, FL 34982-5652 • Phone (772)462-1768
• Fax (772)462-6987 •
website: www.sllucieco.org



Mission Statement: n2 provides dedication to the highest quality of architectural services while bringing sustainability, inspiration, and creativity through personalized service.

Upon arriving in Stuart in 2002, Niki Norton continued her focused path in architecture and boldly started her own firm. With the design industry changing trends toward sustainability, Niki has steered her firm towards sustainable design. Currently Niki is the Owner and Principal Architect of N2 architecture + design. Today, with 20 years of experience working on myriad commercial and residential projects, N2 architecture + design has an admirable track record in the industry. She is a LEED RA architect whose own office, as well as her award-winning buildings and design projects, reflect her commitment to environmentally sound solutions to her clients' needs.

Niki holds a Bachelor's degree in Architecture from the University of Tennessee in Knoxville and is a board member of the South Florida Chapter of the US Green Building Council, the Florida Green Building Coalition, and Treasure Coast Builders Association. Niki has obtained State and National certifications for designing and certifying projects "Green". Niki and the n2 team are at the forefront in leading their clients and the Treasure Coast building industry into sustainable design. Her specialties include coordination, and interfacing with governmental clients and agencies; master planning and building design, zoning coordination, and project management during construction. In 2017, Niki decided take her ability to assist n2's clients one step further and earned her General Contractor's license for the state of Florida.

In addition to running her own business, Niki is very active in the community. She serves on the Martin County Historic Preservation Board, is a board member of the Lyric League and Chair of Generation Green, Treasure Coast Branch of US Green Building Council Florida Chapter. She is Past President of the Palm City Chamber of Commerce and Treasure Coast Branch of USGBC Florida Chapter. She is also mentor and teacher for South Fork High School for the ACE Program and Clark Academy High School for the past 6 years. As a firm, the n2 team has designed and constructed for CANstruction for Treasure Coast Food Bank can food drive. It's also an n2 tradition to design, decorate and donate a Christmas tree for Auction for Tykes-n-Teens Fundraiser each year.

Niki and her husband Tom live in Stuart with their five children.

Commercial + Residential

2081 SE Ocean Blvd, Suite 1A
Stuart, FL 34996

O: (772) 220-4411
www.n2archdesign.com

License Number: AA26002853



Niki Norton, R.A., NCARB, LEED AP

Education	1997 University of Tennessee – Bachelor of Architecture 1996 University of Copenhagen, Denmark – Aboard studies Licensed since 2003
Employment Experience	2014 – Present, N2 architecture + design, Stuart, FL President, Owner 2003 – 2014, Crossroads Architecture Inc., Stuart, FL President, Owner
Affiliations & Certifications	National Council of Architectural Registration Boards (NCARB) Licensed IN, FL, GA, MA, NY, NE, NV, OH, TN & TX US Green Building Council South Florida Chapter (USGBC), LEED AP Treasure Coast Branch, Generation Green Chair Florida Green Building Coalition (FGBC): Member Certified Minority Business Enterprise (MBE) Woman Owned Business (WOB) Treasure Coast Builders Association (TCBA) Member Jensen Beach Chamber of Commerce Member Hobe Sound Chamber of Commerce Member Palm Beach North Chamber Trustee National Association of Home Builders Florida HBA (State) Palm City Chamber of Commerce, Past President Energy Star Partner Program Provider
County Boards/Committees	Martin County Historic Preservation Board The Lyric League, Lyric Theater
Civic/Advisory	Clark Academy: Intern Program South Fork High ACE Program: Architectural Instructor Children Services Council of Martin: Green Design Expert Advisor The Children's Museum of Treasure Coast: Green Advisor

Commercial Residential

2081 SE Ocean Blvd. Suite 1A
Stuart, FL 34996

www.n2archdesign.com

1

O: (772) 220-4411
License Number: AA26002853

Awards

- 2017 USGBC Gala Verde Award Winner:
Most Outstanding Green Interior Design
- 2017 Keep Martin Beautiful KMB President's Award
- 2017 Jensen Beach Chamber Business of the Year
- 2016 USGBC Verde Awards
Green LEED-er Finalist
- 2016 Treasure Coast Food Bank CANstruction
Structural Ingenuity
Juror's Favorite
People's Choice
Best Meal
- 2015 Indian River County Chamber of Commerce Industry Appreciation
Award for New Commercial & Best Reuse of Property
Oculina Bank
- 2013 TCBA Laurel Awards for Green Commercial Interiors
Accelerate Banks, Orlando, FL
- 2013 TCBA Laurel Awards for Exterior Commercial Remodel
US Sailing Center, Jensen Beach, FL
- 2011 TCBA Green Residence,
Posner Residence, Palm City, FL
- 2012 TCBA Commercial Interior Improvements,
Palm City Dentistry, Palm City, FL
- 2012 TCBA Green Commercial Interiors,
Oculina Bank, Vero Beach, FL
- 2011 Indian River County Chamber of Commerce
Industry Appreciation Award for Green Construction
Oculina Bank
- Energy Star Rated Designs
Oculina
USDA
Children's Council Services of Martin County

Commercial – Residential

2081 SE Ocean Blvd. Suite 1A
Stuart, FL 34996

www.r2archdesign.com

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O: (772) 220-4411
License Number: AA26002853



Walter Daniel Kot, Jr., R.A., LEEP AP

Education	2000 Florida Atlantic University – Bachelor of Architecture 1997 Broward Community College – Associate of Arts in Architecture Licensed since 2008
Employment Experience	2014 – Present, N2 architecture + design, Stuart, FL President, Owner 2009 – 2014, Crossroads Architecture Inc., Stuart, FL President, Owner 2003 – 2009, Garcia Stromberg, Stuart & Boca Raton, FL 2000 – 2003, Silberstein Architects, Delray Beach, FL
Affiliations & Certifications	National Council of Architectural Registration Boards (NCARB) US Green Building Council South Florida Chapter (USGBC) (Member of Treasure Coast Branch)
Profile Summary	Walter Daniel Kot, Jr. (Dan) has been a member of N2 architecture + design for the past the year. In that time he has worked on projects ranging from dining establishments to large scale office/industrial facilities. Job tasks include conceptual and preliminary design, preparation of client presentations, production of construction drawings, coordination between trades and construction administration. Prior to Dan's time with N2 architecture + design he had worked on projects ranging from high end residential projects to religious facilities and had the opportunity to work within several jurisdictions along the east coast of Florida. During this time he has fostered a good working relationship with several municipalities which attributed to multiple successful projects. In addition to the work that has been done in Florida, Dan has also done work in several other states along with areas outside the country which include Mexico, Panama, Costa Rica and the Netherlands Antilles. Dan brings a strong work ethic to all projects he takes part in and is an extremely dedicated individual.
Awards	2015 Indian River County Chamber of Commerce Industry Appreciation Award for New Commercial & Best Reuse of Property Oculina Bank 2013 TCBA Laurel Awards for Green Commercial Interiors Accelerate Banks, Orlando, FL 2013 TCBA Laurel Awards for Exterior Commercial Remodel US Salling Center, Jensen Beach, FL 2012 TCBA Commercial Interior Improvements, Palm City Dentistry, Palm City, FL



Lynn Van Duyne
Licensed Interior Designer, LEED Green Associate

Education	2014-Master's, Savannah College of Art and Design (SCAD) 1983-Bachelor's, The College of New Jersey (formerly Trenton State College) 1990- Licensed Interior Designer
Employment Experience	2014 - Present, N2 architecture + design, Stuart, Florida 2015-2016, City of Delray Beach, Florida Senior Planner, Historic Preservation 2008-2014 BRPH Architects and Engineers, Inc., Melbourne/West Palm Beach, Florida Senior Interior Designer and Consultant 2006-2007, Song + Associates, Inc., West Palm Beach, Florida Licensed Interior Designer 1994-2000, 2001-2006, 2007-2008, Lynn Van Duyne Interior Design, West Palm Beach, Florida Owner/ Project Manager/ Licensed Interior Designer 2000-2001, ANC Rental Corporation, Fort Lauderdale, Florida Construction Project Manager
Affiliations & Certifications	LEED Green Associate State licensed Interior Designer American Institute for Conservation of Historic and Artistic Works (AIC)-member Telfair Academy, Savannah, Georgia- volunteer Historic Savannah Foundation-13th colony member and volunteer National Trust for Historic Preservation-member
Boards & Committees	Liaison-Delray Beach Historic Preservation Board CLG (Certified Local Government) Melbourne Historic Preservation Board, 2012-2015 Historic Flamingo Park Association, West Palm Beach, FL- member and volunteer (home and garden tours, historic preservation committee, fundraising)
Awards	2014 Savannah College of Art and Design, M.A. Final Thesis Project Award, Historic Preservation. 2011 Silver LEED award winning project in Charleston, SC. -1.2 million square foot Boeing 787 Production Facility.

Commercial + Residential
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LIST OF RECENT/RELATED PROJECTS PAST 3 YEARS

Importico Bakery
Corner Gourmet
Guanabanas Restaurant
7 Orchids
Hurricane Grill & Wings – Vero Beach, FL + Hagerstown, MD
Tutti Frutti (3 locations)
Islamorada Brewing
Hop Life Brewery
Mondo's Pizza
Josco Brick Oven
Lou's Restaurant
Martin County Golf Club
Banyan Creek Golf Club
Pabu Shibui Asian Restaurant
Vine + Barley Wine Bar
Olympic Diner
Whit's Frozen Custard
Pinch, Peel, Pull Cajun Restaurant

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LIST OF RELATED COMMERCIAL PROJECTS

Commercial (New Construction)

Stuart Lodge, ALF (96 units)
 Magnolia Landing Country Club
 Magnolia Landing Golf Club
 Island Club Community Center
 Villa Talavera Fitness Center
 Villa Talavera Club House
 Amenity Building at Lake Park
 Savanna Club Community Center
 Citrus Grove, Community Park
 Bubbles Car Wash
 Chicago Stainless Steel
 Oculina Bank (3 locations)

Green Consultation

Posner Residence- FGBC Certified
 Martin County Children Services
 Children Museum of Treasure Coast
 YMCA Treasure Coast
 Wildes Residence – LEED Certified
 Vitilago Residence – FGBC Certified
 Citrus Grove Martin County Parks

Commercial Additions/Renovations

Willoughby Country Club
 Piper's Landing Country Club
 Oceana Recreation Building
 US Martin County Sailing Center (Award)
 Stuart Square
 AutoZone

Kmart Plaza Shopping Center
 Sundance Marina & Restaurant
 NuCO2 Headquarters
 Cray House (Historic)
 Hurricane Grill & Wings
 Mayas Mexican Grill
 Monterey Commons Office Buildings

Commercial Interiors

Strike Zone: Family Fun Center
 Accelerate Banks (LEED Certified & Award)
 Stuart Square
 Monterey Plaza
 Monterey Commons
 Bella Lani Salon
 Dairy Queen
 Dr. Rene J. Aviles – Dental Offices
 Dr. Leslie - Medical Office
 Envision Professional Office
 Exquisite Hair Salon
 Thunder Bay Coffee
 Poblanos
 Legends at the Gardens- Offices
 Oculina Bank (LEED CI Certified)
 Pilates Studio
 Power Yoga
 Star Nails
 USDA Office (LEED CI Silver)



Hop Life Brewery
Port St. Lucie, Florida



Longneck Brewhouse
Stuart, Florida

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Vine and Barley
Stuart, Florida



Islamorada Brewing
Company
Port St. Lucie, Florida

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Hurricane Grill
Several Locations



Hurricane Grill
Several Locations

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Importico Bakery
Stuart, Florida

Commercial + Residential

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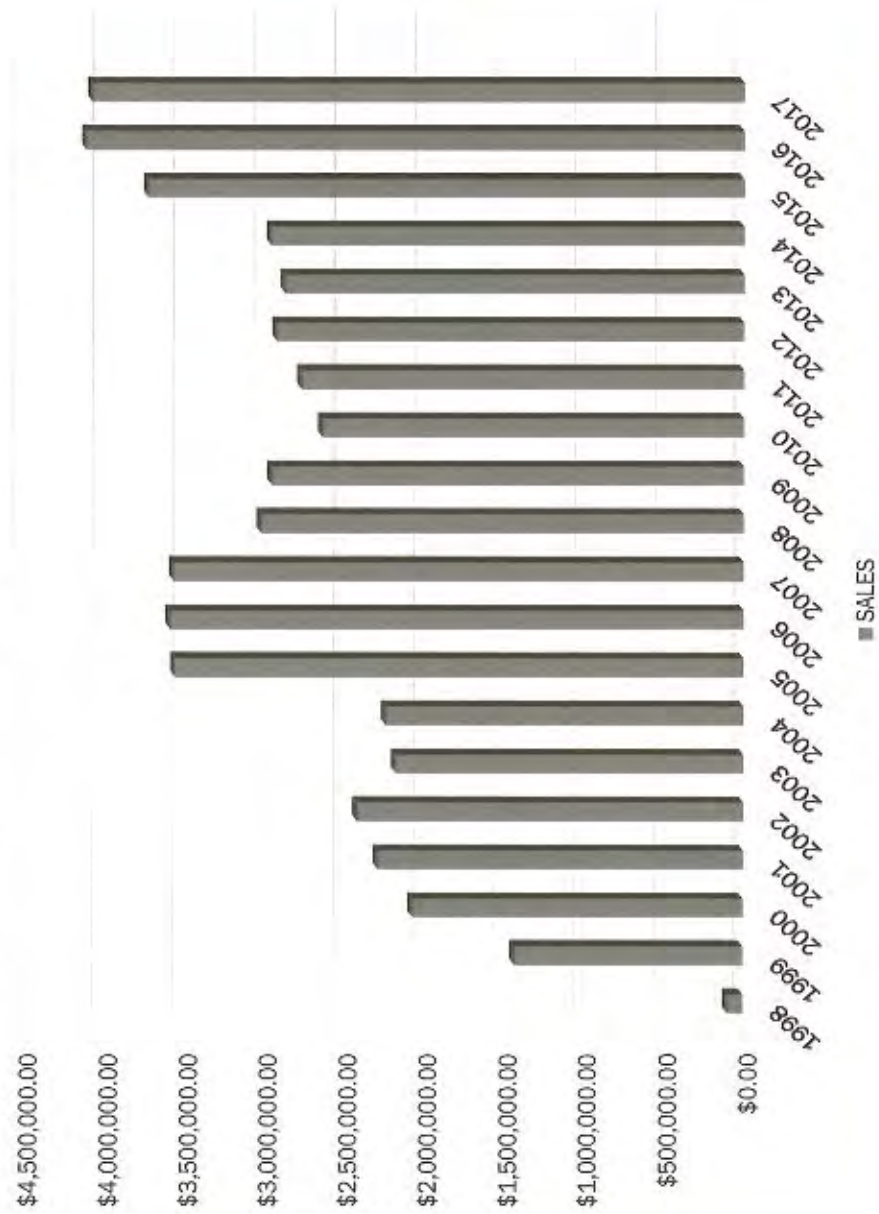
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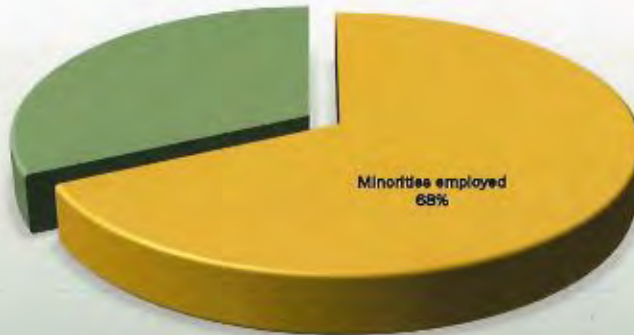
2f. Revenue Trends of Operations Since 1998

ANNUAL REVENUE

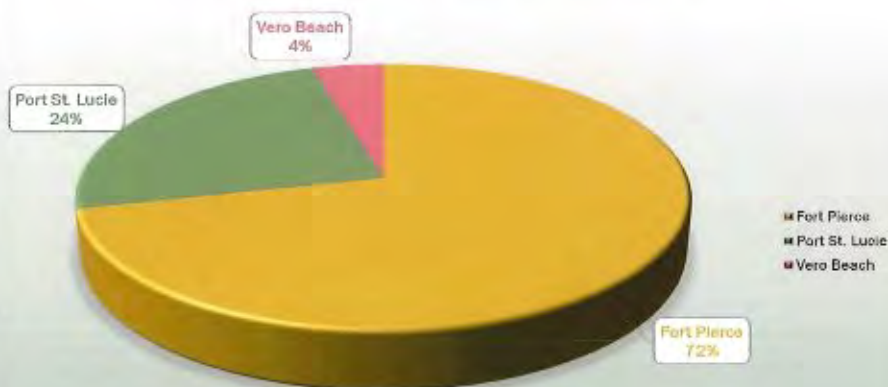


2g. Employee Demographics & Employee Handbook

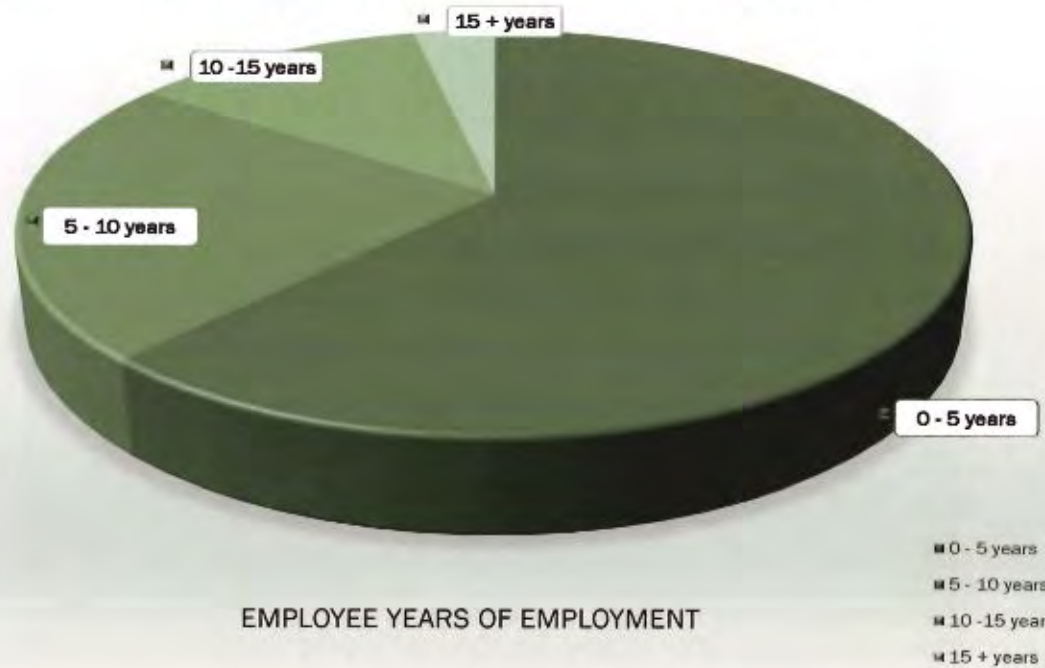
% MINORITIES EMPLOYED



TIKI BAR & RESTAURANT EMPLOYEES RESIDENCES



TIKI EMPLOYEE RETENTION



Employee Handbook



Welcome to our Restaurants!

Welcome to The Original Tiki Bar & Restaurant, Cobb's Landing, and The Bluewater Beach Grill! Thank You for choosing to join "The Team" and welcome to a great opportunity! Together with our dedication and creative team of employees, we have the opportunity to work for the three most successful restaurants on the Treasure Coast. We hope to be the most exciting restaurants to work for in Florida. You are here because you chosen for your desire for excellence. Your desire to be a great Bartender, Server, Server assistant, Cook, Prep Cook, Host and Dishwasher showed. Your pursuit of personal and professional growth was clear. You are working to make our Restaurant's the best and most profitable. We are after all a business. A businesses sole purpose is to make jobs and opportunities for our people and profits for our company. This is a responsibility we all must take seriously. We must be honest and accountable at all times. We must look for ways to enhance our guests experience, while building sales and keeping costs, food, labor, equipment, utilities and other expenses down.

The reward for doing an EXCELLENT job will be our individual personal growth and the company growing and opening new restaurants with new opportunities for advancement, promotions, and more hours and money. **EVERYONE MUST BE A PARTNER** in The Original Tiki Bar, Cobb Landing and Bluewater's operations and success. We will be so busy that teamwork must be outstanding. **EVERYONE** needs to look for opportunities to assist others in the restaurant. We can not do it individually. We must be prepared, well organized, and a perfectly executing team. The Managers are here to help, to train, to coach, to inspire, and to encourage you. We are here to help you with food, beverage, and service knowledge. We are here to help with difficult guests, situations, and to build sales. As managers we expect you to **ALWAYS BE: ON TIME, IN A PERFECT UNIFORM, WITH A POSITIVE ATTITUDE.** These are **AUTOMATICS.** We also expect you to know your job, your responsibilities, to perform them excellently and to be a great helper to your colleagues. With everyone being honest and accountable, with everyone being on time, in perfect uniform, with a positive attitude, preparing themselves, and working together: The Original Tiki Bar & Restaurant, Cobb's Landing, and Bluewater Beach Grill will be a huge success. Everyone will make excellent money: have opportunities for personal and professional growth and work for a company we can be extremely proud of. It will not be easy But it will be rewarding mentally and financially. **EVERYONE** will be working towards our goals. **EVERYONE** needs to work on providing excellent service, building sales, cost cutting ideas, **CLEANING** and **MAINTAINING** an excellent work environment.

Employee Handbook

THANK YOU for choosing Original Tiki Bar & Restaurant, Cobb's Landing, and Bluewater Beach Grill as your employer of choice. We are excited you choose to be part of our world class team, THANK YOU in advance for your hard work, studying and preparation, and your desire for excellence in your personal and professional growth.

At your Service,
Your Original Tiki Bar, Cobb's Landing and Bluewater teams

Colin Lloyd	Owner
Ian Lloyd	Owner
Diego Larroude	Director of Operations
Donna Burke	Operations Administrator
Melinda Gray	Administrative Assistant
Mike Phillips	Manager-Original Tiki Bar
Jeff Fenning	Manager-Original Tiki Bar
Cindy Fitzpatrick	Manager-Original Tiki Bar
Greg Stumpf	Manager-Original Tiki Bar
Susan Alkire	Chef-Original Tiki Bar
Chris Dumont	Manager-Cobb's Landing
Mike Lavene	Manager-Cobb's Landing
Christine Menendez	Manager-Cobb's Landing
David Gould	Chef-Cobb's Landing
Christy Steinmeier	Chef-BBG
Pam Ott	Manager-BBG

The employer has the right to amend, modify, revoke, and interpret the policies in this handbook at its sole discretion. This hand book is merely a guideline and not a contract of employment. The policies are not meant to modify the at will status of employment.

Values/Qualities of an Associate

- **Reliable:** When every team member fulfills their responsibilities : reporting to work on time, serving guests properly, completing tasks assigned and helping one another when needed.
- **Cooperative:** It is the responsibility of each team member to work with their fellow team-mates in a common effort towards completing their assigned tasks/goals, as well as helping fellow teammates when needed. Positive feedback and helpful suggestions will be offered frequently in order to motivate and improve the performance of each team member (with this cooperation, all policies and standards must be adhered too.)
- **Personable:** Each guest and coworker deserves to be greeted in an open and engaging manner and treated with patience and courtesy throughout their time with us. However, over familiarity (i.e. using words such as "Folks", "Honey", or "Sweetie") will not be tolerated.
- **Healthy:** In this industry, our jobs require us to be in close contact with guests, co-workers and food. Therefore, it is imperative that each member stays healthy, both physically and mentally, and maintaining a good appearance. A healthy team member looks good and has the energy to perform their jobs enthusiastically.
- **Knowledgeable:** A hospitality professional should become familiar with all aspects of the establishment. This includes appropriate serving methods, how to apply them in a smooth and efficient manner, and knowledge of all products we offer.

Employee Handbook

*** In everything learned throughout training, we need to instill each of these values into our work. These values will provide the absolute confidence in the product we represent.

Remember : We are only as good as our Guest's most recent meal with us. Keeping these values in mind will guarantee pride in a job well done and will ensure a great dining experience.

General Rules

Attendance You must be on time for your shift. No Call, No Show=No Job. If you are going to be late for your shift you must call the restaurant and speak with the manager on duty.

Parking Please allow for yourself time to arrive on time for your scheduled shift. Parking for Bluewater Beach Grill is permitted in the Jetty Park parking lot and the overflow parking lot to the west of square grouper. Please save prime parking spots for our guests.

No parking in the front or back of the restaurant or Jetty Lounge Parking.

Terminable offenses: The following are cause for immediate termination

- ♦ Coming to work under the influence of drugs or alcohol.
- ♦ Consuming alcohol or drugs at any time while you are clocked in or on the premises or parking lot.
- ♦ Bringing illegal drugs on the premises or parking lot.
- ♦ Discussing the buying or selling of any drugs on the premises or parking lot.
- ♦ Theft of any kind, whether it be food, money, beverages, or any item belonging to the restaurants, another employee or guest.
- ♦ Fighting, gambling, or harassment (please refer to harassment policy)
- ♦ Having weapons of any kind.
- ♦ Leaving your station or work during your shift without checking with management.
- ♦ Not calling in or showing up for your scheduled shift.
- ♦ Clocking another employee in or out of work or using another employee's #.

House Comps: All house and promotional checks must be approved by a manager with an explanation.

- * Refer to the Alcohol Beverage Awareness Program for policies on Legal Drinking.
- * No Solicitation is allowed on properties. Management reserves the right to inspect large bags or packages leaving the restaurants.
- * You are required to attend any meetings given by management and companies hired to represent the company. Failure to do so could result in termination.
- * Harassment of any form is prohibited. If you believe you are a victim notify your supervisor immediately or call the numbers listed on the Harassment Policy.
- * Shirts and shoes are to be worn in all the restaurants at all times. Bathing suit tops are allowed (guests only)

Employee Handbook

General Rules cont.

****Notice** is hereby given that if you are terminated from your position at any property for any reason you will be considered terminated by all properties.

Schedules are to be posted at each location on Friday before noon. Pay Periods are bi-weekly and run from Monday– Sunday. Paychecks may be received on Tuesdays after 2:00 pm.

Time Keeping Associates are required to clock in/out in the P.O.S. at scheduled work times. Only the employee is allowed to clock in/out on his/her own number.

Smoking No smoking on premises. No Smoking while on the clock. All associates are required to wash their hands after smoking. Breathe mints/drops are recommended for associates that smoke.

Drug Free workplace Zero tolerance policy regarding the use of drugs or alcohol on the job. In the event of injury on the job, all associates are required to complete drug testing before returning to work.

Breaks All associates are required to get management approval before taking any breaks.

Meetings are a crucial part of your job. Daily pre-meal meetings will be held before every shift. All associates are required to attend all scheduled meetings. Arrangements must be made with management prior to scheduled meetings if an associate is not able to attend.

Tipping All employees receiving tips are required by the IRS to claim 100% of your tips!

*If the tips reported by all tipped employee's in the restaurant does not equal a legally required % of the total sales, The employer will allocate the difference between tips reported and the % of sales as additional income to each employee who underreported their tip income. Associates are required to tip out the bartenders 5% of all alcohol sales and food runners and bussers 3% of total food sales. All tip outs must be turned in with end of night paperwork. This includes Bar back & Banquet tip outs. No tip out may be given directly to the employee.

At no time will any associate be permitted to discuss good/bad tips with any other associate!!

Leaving after dark Please make sure all female staff members are escorted to their vehicles after dark.

Employee meals There is a 30% discount on meals before, during or after your shift. All meals are to be rung in and then discounted by a manager. All employee breaks and meals need to check with management for approval. Eat only before or after shift or on a manager approved break. Please wait for appropriate time so that you may enjoy your snack/meal. Employee Beverages from the soda guns are available throughout the day. All other beverages will need to be rung in with employee discount. Alcohol is not to be consumed while on the clock. All associates receive 20% off at all 3 properties when not working.

* Bluewater-The new Free-Style machine is to be rung in with employee discount- 1 refill only.

Employee Handbook

Kitchen Etiquette

1. Keep noise levels to a minimum
2. No Horse play
3. No "grazing"
4. If you make a mess, clean it
5. If you use the last of something, fill it.

Lost and Found

All items found in or around the restaurants must be immediately turned in to manager on duty. If a guest calls inquiring about a lost item, Please direct the call to the manager.

Phone The restaurant phones are for business use only. All personal calls should be avoided. Please notify friends and family not to call unless its an emergency. Please notify the manager if an emergency phone call needs to be made or received. All cell phones need to be on vibrate once shift starts. **No cell phone usage or texting during shift.**

Uniforms

All associates are required to arrive to work in a clean, wrinkle free uniform. All uniforms are the associates responsibility and must be taken home nightly. Non-slip shoes are the only shoes permitted.

Please keep hair and fingernails neat and clean. If your hair is longer than shoulder length, it must be pulled away from your face and neck. **Avoid excessive** cologne, perfumes, make-up & jewelry. If you are a kitchen employee you may not wear any type of cologne or perfume. Mustaches should be clean and neatly trimmed. Beards are permitted only if they are kept neatly trimmed.

Guest relations

1. Please Inform the manager immediately of any complaints made by a guest, about food, beverage, service, or temperature. No matter how minor they may seem.
2. The guest is always the guest, so accommodate them to the best of your ability (NEVER argue with a guest). Refer to management.
3. Never argue or discuss matters unrelated to work within earshot of guests; we are here to enhance their enjoyment of the restaurants.
4. Never approach a guest regarding gratuity. When processing payment, Never ask " do you need change".
5. Never argue or complain about guests in any way, including gratuities, with an another employee within earshot of our guests.
6. Never give out misinformation. We provide you with much information that will be useful to do your job, but if there is something left out, tell guests, "I'll find out", and then do so.
7. Foul language of any kind (in any language) is not allowed.
8. Keep a positive attitude about your job and the restaurant. Talking down about it reflects on you and results in you not being attentive or friendly as we expect. Poor attitude or complaining unnecessarily will be handled as insubordination and, as such, will be disciplined.

Employment Practices

At will Employment

Employment at our Restaurants is at the will of both the employee and the employer and therefore may be discontinued, at will, by either party with or without notice and with or without cause. In no way shall the employee handbook, either in part or in whole, be construed as a guarantee of employment. No manager, supervisor, or employee of the company has any authority to enter into any agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only an agreement in writing and signed by the president of the company can modify an employee's at-will status.

Equal Opportunity Employer

It is our policy to provide equal opportunities to all qualified persons. We do not discriminate on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental disability, medical condition, marital status, pregnancy, childbirth or related medical condition, sexual orientation, AIDS, or any other basis prohibited by applicable law. It is the intent and desire of our company that equal opportunities will be provided in employment, promotions, wages, benefits, and all other privileges, terms, and conditions of employment.

In order to comply with applicable laws ensuring equal opportunities to qualified individuals with a disability (Americans with Disabilities Act), The company will make reasonable accommodations for the known physical and/or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship is caused to the company.

An applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resource Department (Donna Burke) and request such an accommodation. The individual with the disability should specify what accommodation he/she needs to perform the job. The company will then conduct an investigation to identify the barriers that make it difficult for the disabled and seek to eliminate the elimination. If the accommodation is reasonable and will not impose an undue hardship, the company will make the accommodation.

Employee Handbook

Orientation Period

Each employee will be provided with a current copy of our Handbook. The employee will also be provided with all forms necessary to begin employment. The department head, general manager or designee will provide orientation, which will continue for (90) day period. Within this (90) day orientation period, the supervisor may conduct a written performance evaluation to document the employees progress. The company may extend orientation period one or more times.

Employees who are rehired following a break in service in excess of one month (other than approved leave of absence) must complete a new orientation period whether or not such a period was previously completed. Such employees are considered new employees for the effective date of their re-employment for all purposes, except as required any applicable law.

Immigration Compliance

We are committed to full compliance with the Immigration Reform and Control Act of 1986. This law requires that every employee complete an I-9 INS form and provide valid documentation of his/her identity and his/her legal right to work in the United States. Therefore, all new hires are required to present appropriate documentation as a condition of employment.

OUR LOOK

Smile!!! Wear a big smile. The most important part of your appearance is your smile and genuinely friendly attitude.

Shirt, Pants, Shorts, or Capri's: Each Restaurant has its own approved uniforms

Shoes: Non-slip soles

Hair: Long hair must be tied back

Make-up, Cologne, Perfume, and Accessories: Please wear make-up in moderation, wear a good deodorant. Accessories are encouraged to accent the attire, however they should be limited. Perfume and cologne needs to be subtle if worn.

Hands: Hands, including fingernails, must be clean and manicured. If polish is worn, it cannot be chipped or peeling.

Jewelry: A moderate amount of jewelry may be worn.

****Positive attitude, on time, perfect uniform**

The Greeter

Appropriate Dress: Street clothes and Non-slip shoes

At The Door:

1. **Smile,** The first impression the guest forms of the restaurant is with you. You're most important duty is to greet our guests, Make them feel wanted and welcome
2. Always face the entrance. Acknowledge every guest immediately with eye contact and a friendly smile.
3. Do not let the desk be a barrier.

Greeting:

1. Say simply Welcome to _____ (Our Restaurant name) or Good afternoon or Good evening. It is essential that you greet the guest with a warm and friendly greeting before they greet you. If you are on the phone smile, use eye contact and nod so they know you have acknowledged their presence.
2. Always speak in complete sentences. Do not use restaurant lingo. Welcome them to the restaurant and give them an opportunity to give you the information you need.
3. Carefully evaluate your guests needs and seat accordingly to special needs:
 - A. Is the guest in a wheel chair or using a cane.
 - B. Are their children in the party, do they need extra room.
4. Always have in mind where you are going next, make sure your seaters are bringing back table information each time they return to the desk.
There should be no hesitation as to which table they will be seated at.
5. When directing a guest to the person seating them use that persons name "Kelly" will be taking you to your seat.

Employee Handbook

Greeter cont.

6. If there is a wait give other options before putting the guest on the wait list.

Would you like to dine at the bar?

7. When going on a wait please **give** the following information:

- A. How long the wait will be. Be as accurate as possible
- B. How you will inform guest that their table is ready
- C. Where the Guest may wait
- D. Be positive (People can be grouchy when they are hungry)

8. When going on a wait make sure you **receive** the following information:

- A. The time they checked in with you
- B. How many in the party may have special needs (high chair, wheel chair)
- C. The guest name you will be asking for when their table is ready

(Guests name and brief description of guest (never be uncomplimentary) or a cell phone #)

9. Handling the wait situation:

- A. The greeter must give all the information to the guest in an appealing manner so the guest is persuaded to stay.
- B. Quote the wait time accurately
- C. Let the Guest know where to wait
- D. Take down the guests name and a brief description and a cell phone # if available

Seating

1. The seater has the same responsibilities towards the guest as the greeter: Look at the guest and maintain eye contact, smile and be the first to speak
2. As you walk the guest to their table, you should maintain a pace that is comfortable for the guest
3. When you arrive at the table, pull out one or more chairs (never ask if this is ok? Or how is this?) Stay at the table until guest are seated and hand menus to the guests and make a parting comment. For example: Enjoy your dinner or Holly will be right with you.
4. If the guest does not like the table, we will graciously and with a smile move them to another table if at all possible
5. Seating during a wait situation:
 - A. When notifying a guest who has been waiting, smile and make eye contact while letting them know their table is ready.
 - B. When you have seated the guest, be sure to thank them for their patience.
 - C. On your way back to the host stand make note of open tables

Exit greeting

Good-bye's and Thank You's must be extended to each and every guest, and can take place anywhere in the restaurant and from any employee

Employee Handbook

The Telephone

Often a guest's first impression of our restaurant comes from their initial contact

With us over the phone. When you handle the phone calls whether it be from guests, purveyors or from our own people, always remain positive and as helpful as possible. Never underestimate the importance of this part of your job.

Guideline to answering the phone

1. Always try and answer the phone on the second ring.
2. Always smile when speaking on the phone-it will show in the tone of your voice.
3. Answer the phone by saying Thank You for calling "The Restaurant" this is _____ how may we help you?

5. When a call comes in for a Manager or Chef

- Ask the caller if you may say who is calling and then ask the caller if they would mind holding.
- Locate the Manager/Chef and inform them of the call
- Inform the caller that the manager or Chef will be with them shortly
- The call is your responsibility until you are sure the manager has answered the call
- If they are not available make sure you take a detailed message.

6. When a call comes in for an employee

- Take a message and give it to the employee as soon as possible
- If they tell you it is an emergency inform the manager and get the employee

7. Guest Complaints

- If a caller indicates they have a complaint please let them know you will get a manager for them.
- Let a manager know immediately what the phone call is about.
- If the manager is unable to take the call immediately let the guest know that the manager is aware of how important the call is but can't get to the phone. Take their name and phone number and let the guest the manager will call them back as soon as possible
- Remember to thank them for calling.

Employee Handbook

Reservations for The Original Tiki Bar & Blue water Beach Grill

We don't take reservations at Tiki and Bluewater but if someone calls with a large party 8 or more (Bluewater) or 10 or more (Tiki). Give the phone call to the Manager on duty and recommend that they call a 1/2 hour to 1 hour before arrival to give the staff a head's up.

Information you must know to answer the phone

- **Hours of operation**
- **Menu items and price range**
- **Daily specials**
- **General directions to the restaurant**
- **Reservation policy**
- **Credit cards accepted (Visa, Master Card, Discover, American Express)**
- **Check policy: No personal checks; we do accept Traveler's checks with identification**
- **Dress code**
- **Interview hours**
- **Managers names and when working**
- **Lost and found calls should be handled by management**
- **Never give out and employees phone number to anyone other than employees**

Standard Service Techniques**Order:**

1. Always smile and introduce yourself. First beverage order taken within 2 minutes of the guest being seated.
2. Guide guests through the menu pointing out SIGNATURE items. Suggest specific beverages: utilize Signature cocktails, wines, & beer. Stay away from "I like" or "my favorite" kind of saying unless directly asked.
3. Use position numbers
4. Children and ladies first
5. Use suggestive selling techniques for appetizers, first course and side orders, direct guests attention to cocktail, beer & wine lists or offer a beverage suggestion.

Employee Handbook

Service:

- 1) Always smile, face your guests and tell them your name.
- 2) Serve beverages from the right with your right hand, If it is not possible to serve from the right, do so in a manner that is least disruptive to the guests.
- 3) Use position numbers, Children first, then ladies, according to age.
- 4) Use coasters for all glasses.
- 5) Place drink to the guests right.
- 6) Handle all glasses by the base.
- 7) Use a tray for all beverages.
- 8) Pour bottled beer or water.
- 9) Iced tea is served with a straw and lemon and an ice teaspoon.
- 10) Food is served from the left, or whatever manner is least disruptive to the guest.
- 11) Never auction food at the table, know who is having what.
- 12) Check for proper silverware, condiments, and beverage refills.
- 13) After guests have had a chance to taste the food check back (in less than 2 minutes) for guest satisfaction.
- 14) Guests entrée plates are cleared all at once unless guest requests to have their plate taken away.
- 15) Suggest iced coffee, dessert or after dinner drink immediately after clearing entrees.
- 16) Recommend desserts.
- 17) Desserts are to be served 5-8 minutes from time ordered.
- 18) Appropriate silverware should be placed on the table prior to serving plates.
- 19) Desserts are served from left with left hand or in what ever manner is least disruptive to the guests.

Refill:

- 1) Iced tea and water (empty sugar packets removed)
- 2) Pick up glass (water and tea) and hold away from the table when pouring
- 3) Change beverage coasters as needed
- 4) Offer second cocktails
- 5) Remove all empty glasses from the table as soon as possible

Upselling & suggestive selling**7 steps of suggestive selling**

- 1) Cocktails, Beer or Wine
- 2) Sides
- 3) Desserts
- 4) After dinner drinks or iced coffee

Upselling is when a guest orders an item and you suggest/sell a premium item or an additional item.

Suggestive selling is when you sell food or beverages by describing it in an enticing manner

Employee Handbook

Upselling & suggestive selling cont.

How to sell

The 3 most important things about selling are.....**know your product, be sincere, and don't be pushy.**

- **Know your product:** You can't sell what you don't know. Learn as much about our food and beverages as possible so you may "wow" your guests. Try to get them to experience something new. Good descriptions and personal tastes help you help your guests. Learn what items are popular and try to upsell.
- **Be sincere:** Guests can tell whether or not you are being sincere about your opinion of an item. Don't say something because you think it is something they want to hear. If your guest wants a particular item that you personally don't like, don't try to convince them of something else. Let them form their own opinion
- **Don't be pushy:** learning proper sales techniques is essential to your success. Learn what the limits are. Some guests do not want to try something new. Others get upset when you are constantly trying to sell additional items. Learn how to read your guests and try to give each of them an original experience.

Don't just ask if your guest would like dessert. Bring out the menu and describe all our desserts.

Payment methods

Credit cards: We accept all major credit cards (American Express, MasterCard, Visa, and Discover) The individual must total and sign their check.

Travelers checks: We accept travelers checks from all U.S. banks. The guest must sign the travelers check in front of the server. The server is to verify the signatures match in both spots on the travelers check. The server is to get a DL# or Passport#. It is counted toward cash at the end of the shift.

Cash: We accept cash in U.S. denominations. Never assume you are to keep the change from any bill. *Always return guest's change in a presenter with a receipt.*

Manager Comp: A giveaway approved by a manager. A drink or food item given away.

Owner Comp: When Colin or Ian Lloyd comes in. Present their check with a pen and they will sign.

Gift Certificates: Our company uses paper gift certificates for donations. When accepting these make sure to check the expiration date and that there is a signature. Then find a manager.

Gift Cards: Each restaurant has Gift cards that are processed similar to a credit card. The card has a logo on the front. Each location accepts any gift cards The Tiki Bar, Cobb's Landing, & Bluewater logo. The procedure for accepting the gift card is:

1. Please check the balance on the card.
2. Ask the guest if they would like to leave the tip on the card? You can not go back and add the tip like a credit card. So please make sure you ask first.
3. A manager will be required to complete the payment process.
 - * Pull up the check * Hit the pay button go to the gift card button * Hit the VT payment button.
 - * Enter the amount that is being paid with the gift card * It will then ask you for the charge tip amount.
 - * Enter the appropriate amount * It will then ask you to swipe the card and it will close out the check.
 - * If you are unsure about how this is done get a manager to show you.

Harassment Policy

The Original Tiki Bar, Cobb's landing and The Bluewater beach grill is committed to maintaining a work environment that is free from all forms of harassment. In keeping with this commitment, we will NOT tolerate, condone, or permit harassment of employees by anyone, including supervisor, co-worker, vendor, client, or customer.

Harassment: consists of unwelcome and improper conduct, whether verbal, physical, or visual of any type. This prohibition includes harassment which is based on a person's sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, or citizenship status.

We will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Sexual Harassment is a violation of our policy and will not be condoned or permitted. Unwelcome sexual advances, requests for sexual favors and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

Submission to the conduct is an explicit or implicit term or condition of employment
Submission to or rejection of the conduct is used as the basis for an employment decision.
The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.

Examples of other types of harassment include: Nicknames pertaining to any national origin, religious, or age characteristics or stereotypes. Racial, ethnic, age or religious jokes. Signs, magazines, or bulletin board notices that are found offensive by a protected minority. Use of any racial or ethnic slurs.

All employees are responsible for helping to assure that we avoid harassment. It is your responsibility to report potentially harassing conduct; please do not assume that management is aware of any potentially harassing behavior unless you inform us of it. If you feel that you have experienced or witnessed harassment, you are to notify immediately the President, Ian T Lloyd (772)519- 1845, Diego Larroude (772)216-0739 or Donna Burke (772)708-4555.

The registering of a complaint will in no way be used or held against the employee, nor will it have an adverse impact on the complaining individuals' employment status. The Restaurant's expressly prohibits any form of retaliatory action against any employee filing a complaint under this policy or for assisting in a complaint investigation. Our policy is to investigate all such complaints thoroughly and promptly. To the fullest extent practicable, the company will keep complaints and the terms of their resolution confidential. If an investigation confirms that harassment has occurred, company will take corrective action, including such discipline up to and including termination of employment, as is appropriate.

If you have any questions regarding our policy, please contact:

Diego Larroude 772-216-0739, Ian Lloyd 772-519-1845, or Donna Burke 772-708-4555.

Employee Handbook

Receipt of Harassment Policy

I hereby acknowledge that I have received and reviewed The Original Tiki Bar & Restaurant, Cobb's Landing and Bluewater Beach Grill's Harassment policy.

I understand that The Original Tiki Bar & Restaurant, Cobb's Landing and Bluewater Beach Grill is committed to maintaining a work environment that is free from all forms of harassment, consisting of unwelcome and improper conduct whether verbal, physical, or visual of any type.

I understand that this prohibition includes harassment which is based on a person's sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, or citizen status.

I understand that if you feel that you have experienced or witnessed any type of harassment, I am required to immediately notify the President, Ian Lloyd (772)519-1845, Diego Larroude (772)216-0739, or Donna Burke (772)708-4555

I understand that it is my responsibility to review this harassment policy in detail and request any clarification needed from Ian Lloyd, Diego Larroude, or Donna Burke.

Employee Name (please print)

Employee signature

Date

Donna Burke

Date

Employee Handbook

The Original Tiki Bar & Restaurant, Cobb's Landing and Bluewater Beach Grill**Acknowledgement of receipt**

I have received my copy of The Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with and abide by the policies and procedures contained in the handbook.

I understand that this handbook is designed to acquaint me with some of the company's policies, procedures and rules. I understand that the company may revise, modify, delete, or add to any and all policies, procedures and rules set forth in this handbook at its sole discretion without prior notice to me.

I further understand that this handbook contains guidelines only and cannot be construed as, or evidence of, a contract or guarantee of any kind. Nor does this handbook guarantee me employment for a definite period of time. The company or I may terminate employment for any reason at any time, with or without cause or prior notice.

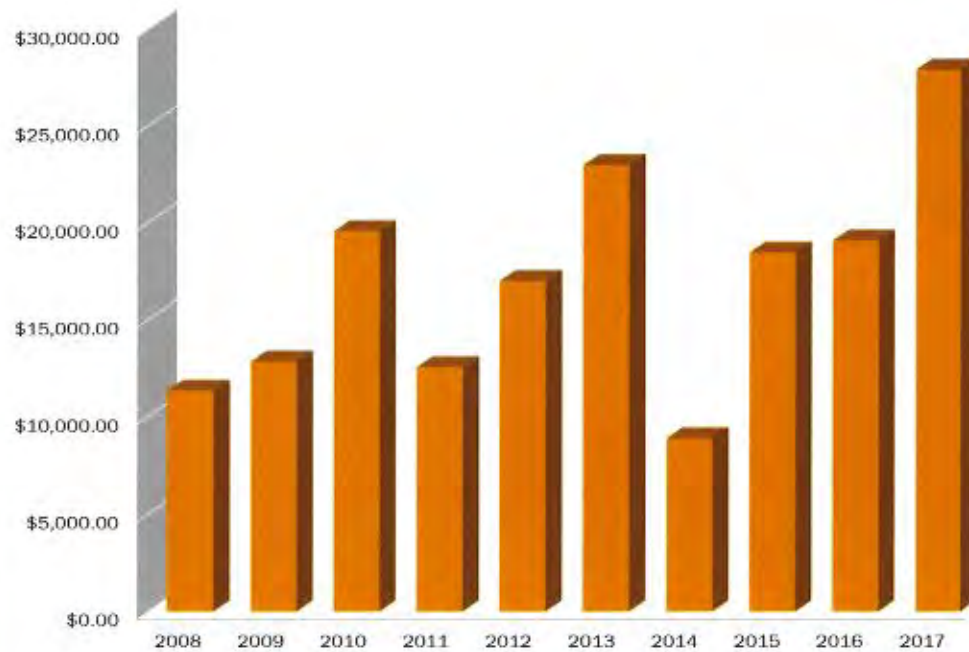
EMPLOYEE SIGNATURE

DATE

2h. Philanthropic Giving

\$172,000 total donations 2008 - 2017

YEARLY DONATIONS



2i. Marketing and Press Samples

**A BOATING DESTINATION
TO A NEW EXPERIENCE
EVERY TIME YOU VISIT!**



Fort Pierce City Marina, Original Tiki Bar & Restaurant and Cobb's Landing are centrally located on the Treasure Coast. Just 19 miles from Stuart and 12 miles from Vero Beach.



Original Tiki Bar & Restaurant
2 Avenue A, Fort Pierce, FL 34950
772-461-0880
www.originaltikibar.com

Cobb's Landing
200 N. Indian River Dr.
Fort Pierce, FL 34950
772-460-9014
www.cobbs-landing.com



Boaters:

As a courtesy, call the Marina prior to arrival. VHF Channel 16 or 772-464-1245.

www.fortpiercemarina.org

Boat Clubs Welcome!



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www.hookedonmusic.org

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Original Tiki Bar Cobb's Landing



- ♦ Have your Catch Cooked!
- ♦ Raw Oysters
- ♦ Tiki Paella
- ♦ Tiki Burgers
- ♦ Crab Cake Sandwich
- ♦ Coconut Shrimp Salad
- ♦ Kids Menu
- ♦ Homemade Key Lime Pie
- ♦ Specialty Drinks plus Domestic & Craft Beer
- ♦ Happy Hour Specials 4pm to 7pm
- ♦ 10lb bags of Ice TO-GO
- ♦ Live music every weekend!



Present this coupon for 20% off your check at Tiki Bar.

Expires 12-30-2015



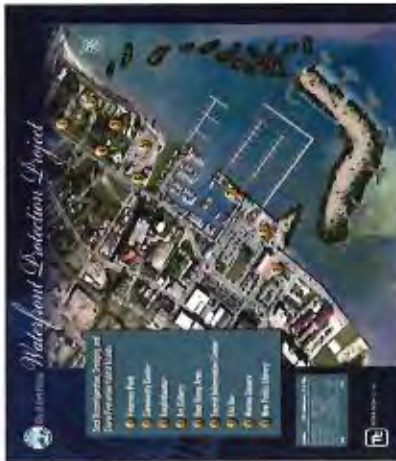
- ♦ Smoked Fish Dip
- ♦ Lobster & Rock Shrimp Mac
- ♦ P.E.I. Mussels
- ♦ Cajun Blue Burger
- ♦ Lobster, Shrimp and Grits
- ♦ 14 Oz Wood Grilled Ribeye
- ♦ Kids Menu
- ♦ Warm Smoked Bacon Brownie
- ♦ Happy Hour Specials 4pm to 7pm
- ♦ Specialty Drinks, Domestic & 25 Craft Beers
- ♦ Live music every weekend!



Present this coupon for 20% off your check at Cobb's Landing.

Expires 12-30-2015

Fort Pierce City Marina



- ♦ NEW—additional 137 Fixed Slips
- ♦ VHF radio channels 16 and 09. GPS coordinates: 27°26.56 N Latitude, 80°19.21 W Longitude.
- ♦ 2 Restaurants on Site: Tiki Bar & Restaurant & Cobb's Landing
- ♦ Art Galleries/Library
- ♦ Events/Farmers' Market Every Wednesday & Saturday
- ♦ Great Game Fishing
- ♦ Free Wi-Fi/Cable TV available
- ♦ Store/Gift Shop



 772-464-1245 or VHF Channel 2 Ave A www.originaltikibar.com 200 N Indian River Dr www.cobbs-landing.com	20% off Your total bill @ The Original Tiki Bar or Cobb's Landing Expires: February 28, 2015	 772-464-1245 or VHF Channel 7 Ave A www.originaltikibar.com 200 N Indian River Dr www.cobbs-landing.com	20% off Your total bill @ The Original Tiki Bar or Cobb's Landing Expires: February 28, 2015
 772-464-1245 or VHF Channel 2 Ave A www.originaltikibar.com 200 N Indian River Dr www.cobbs-landing.com	Marina Fuel Perks 20% off Your total bill @ The Original Tiki Bar or Cobb's Landing Expires: February 28, 2015	 772-464-1245 or VHF Channel 2 Ave A www.originaltikibar.com 200 N Indian River Dr www.cobbs-landing.com	Marina Fuel Perks 20% off Your total bill @ The Original Tiki Bar or Cobb's Landing Expires: February 28, 2015
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The Original Tiki Bar & Restaurant

2 Avenue A Fort Pierce, FL 34950

772-461-0880 — originaltikibar.com



Cobb's Landing

200 N. Indian River Dr. Fort Pierce, FL 34950

772-460-9014 — cobbs-landing.com



B.B.G.

2025 Seaway Dr. Fort Pierce, FL 34949

772-466-0023 — bluewaterbeachgrill.com

National Marina Day

Saturday, June 13th

Fort Pierce City Marina
Grand Re-Opening Celebration!
All day family fun event! 9:00-4:00
9:00am Ribbon Cutting Ceremony
Demonstrations & Exhibits throughout the day



The Original Tiki Bar
2 Avenue A
Fort Pierce, FL 34950
Originaltikibar.com



Cobb's Landing
200 Indian River Dr.
Fort Pierce, FL 34950
Cobbs-landing.com

Bring this card to
Original Tiki
or Cobb's Landing to
receive 20% of your
check.
Good on 06/13/2015
National Marina Day

Grand Re-Opening Celebration

Saturday, June 13th



Ribbon Cutting 9am
Demonstrations &
Exhibits throughout the





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Beat the clock Tuesday's

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 THE CANNON WILL BE GOING OFF 8-11 PM
 COSTUME CONTEST WINNERS ANNOUNCED AT MIDNIGHT

PHOTOGRAPHY BY LORENZO DAVIS PRODUCTION HALLOWEEN COSTUME CONTEST TOP PRIZE OF **\$750 CASH**

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- ☆ Friday, Saturday & Sunday's Live Music

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Marina Tiki now partially open

Expansion of popular
restaurant taking
longer than planned

Doug Trapp
TRIBUNE STAFF WRITER

FORT PIERCE — The Marina Tiki is serving drinks, but patrons will have to wait roughly two weeks for meals.

Partners Vince Lloyd and Jack McAndrew hoped to reopen the Tiki in mid-September; however, it is taking a little longer than expected to prepare the restaurant for a reopening. Still, they decided to go ahead with a seating expansion that wasn't expected until 2000.

Despite the needed work, the Tiki began serving drinks Friday and will continue serving them daily from 4 p.m. until about 10 p.m., depending on business.

Lloyd and McAndrew committed to a three-phase, \$500,000 Tiki expansion in a 15-year lease they signed with the city in August. The first and second phases — expanding the kitchen and the south side of the Tiki — have been combined, and could be finished in December. The third phase — expanding the north side of the Tiki — is contractually due in 2000, but could be finished in 1999.



Jim Miller and John Store, construction workers for Chuck Enns Construction, work on putting in a footer at the Tiki Bar Monday. They are hoping on getting done in 3 to 4 weeks if everything goes as planned.

Juan Dale Brown/The Tribune

Lloyd and McAndrew have been taking surveys about the expansion for months. They think they know what the public wants from the Tiki.

"I think what they like the most is the relaxed, open waterfront..." said Lloyd, pausing.

"...island atmosphere," McAndrew added.

Lloyd said he doesn't plan to change the restaurant's overall atmos-

Tiki

From B1

said he plans to give Miller space at the Tiki to sell his work.

The expanded Tiki also will offer a raw bar and a second bar for drinks when the second phase is complete.

The city approved the accelerated phase two expansion plans about one week ago, according to Chuck Enns, owner of Chuck Enns Construction. Enns, nephew of Fort Pierce Mayor Eddie Enns, has about a dozen workers cutting and raising poles and laying a foundation at the south end of the restaurant.

Lloyd said the Tiki now has a new motto: "We overlook nothing... except the Indian River Lagoon."

The partners also hired Mike Fahey, a culinary instructor and former chef at Club Med Sandpiper, among others. Fahey said he favors grilled and smoked dishes and plans to emphasize seafood and casual Florida cuisine.

phers; he's just creating more of it. The new kitchen is doubling in size, as is the Tiki's 60-seat capacity.

Lloyd has added a few personal touches, including a life-sized alligator, wood carving, two stuffed panthers, and a stuffed owl near the bar. Local artist Joe Miller has carved Tiki heads into the two wood support posts at the south end of the existing Tiki. Lloyd

Turn to TIKI/B7

The Palm Beach Post

REAL NEWS STARTS HERE

Tasty waterfront dining at Original Tiki Bar

- Teresa Lane
Special to the Neighborhood Post
12:00 a.m. Wednesday, June 1, 2016 [Things To Do](#)

ORIGINAL TIKI BAR & RESTAURANT

2 Avenue A, Fort Pierce, 772-461-0880

Hours: Daily, 11 a.m.-10 p.m.

Note: Post writers will anonymously visit a restaurant in your neighborhood each week in search of the best menu item. They'll tell you about that item and why they liked it in this spot each week.

MENU

Appetizers, raw bar, soup, salad, sandwiches, burgers, tacos, seafood, steak, pasta, desserts.

ATMOSPHERE

Fun, open-air bar and grill with loads of Key West-style charm, it overlooks the Indian River at the Fort Pierce City Marina. Lively colors, totem poles and thatched-hut roof make you feel like you're on vacation in some tropical paradise. There's occasional live music and a full-service bar.

OUR FAVORITE FOOD/PRICE

It wasn't hard to decide what to eat in this island oasis. The mahl mahl dinner (\$24) was a large plank of delicate white fish, cooked my way and served with two sides. I ordered the fish blackened, accompanied by black beans and rice and some cooling coleslaw to counter all the spice. It was delicious and healthy, a rare combination when dining out.

REASON TO GO

Tasty waterfront dining right here at home, nestled in quaint downtown Fort Pierce. It's hard to be in a bad mood in this festive atmosphere, and the live entertainment on weekends is a bonus. Afterward, take a stroll along the downtown boardwalk and soak up some salt air.

SERVICE

Very good. Our waitress seemed harried, but she checked on us during the meal and filled requests fairly quickly.

NOISE LEVEL

Bustling on a recent weekend night.

KID FRIENDLY

There's fried shrimp, tacos, pasta, grilled cheese and peanut butter sandwiches for the kiddies, who will also enjoy feeding fries or bread to the fish in the river.

ORIGINAL TIKI BAR AND RESTAURANT

2 AVENUE A, FORT PIERCE, FL. 33950 772-461-0880

HOURS: DAILY 11:00 a.m. TO 10:00 p.m.



Note: Post writers will anonymously visit a restaurant in your neighborhood each week in search of the best menu item. They'll tell you about that item and why they liked it in this spot each week.



Florida Beach Bar

Your Top Guide For Discovering Where to Eat and Drink on Florida's Coast



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Original Tiki Bar in Ft. Pierce is on the beautiful Indian River at the Ft. Pierce City Marina. You might think that they mean this is the original Florida tiki bar, but it is the original tiki bar in Ft. Pierce built in 1990. It doesn't matter the age or the history, this is one large tiki bar with a beautiful location. You can see Hutchinson Island and the local boaters coming and going. The view is gorgeous, and you will feel like you are in a tropical paradise at this Florida beach bar.

The food at the Original Tiki Bar is very good. Try the Tiki God Margarita with a Chicken Avocado Salad. Anything you choose is delicious. Be creative and be adventuresome. Happy hour is daily from 4:00 PM to 7:00 PM. Live bands play at this Florida beach bar on Friday nights and Saturday and Sunday afternoons. Check their web site for band names and exact times.

2004 was a bad year in Florida for hurricanes. Between Hurricane Frances and Hurricane Jeanne, the Original Tiki Bar suffered some damage. For four months, crews worked round the clock, and the tiki bar opened up again December 31, 2004. This effort is nothing short of a miracle.

We have heard this story before about other Florida beach bars that were brought down by Mother Nature. But the human spirit doesn't like to be brought down by Mother Nature, and they don't like to have anything mess with their watering holes. Florida beach bars bring out the best in people, for sure.

Trip Advisor Reviews From the General Public

johnandkaymorris
Miami, Florida

112

Reviewed 2 weeks ago [via mobile](#)

Fun Family Lunch

Really good food and relaxing ambience... with a beautiful view of the water with so many fantastic boats docked. We ordered fish tacos and a salad with grilled Mahi Mahi. Both delicious! Shane our fantastic waiter made our time there more special with his great service and friendliness. Nice!

Show less

Ask johnandkaymorris about Tiki Bar & Restaurant

MargePit
Pittsburgh, Pennsylvania

296

Reviewed 2 weeks ago

Great food and loved the atmosphere.

Service was excellent also. I can't wait to go back!! They had a good selection of fish that you can get prepared as you like.

Ballwin, Missouri, United States

18866

Reviewed November 9, 2017 [via mobile](#)

Really fun place

The Tiki Bar is a fun place to eat in Fort Pierce. My wife and I had the Tiki Berger. It was huge and delicious and huge. The fries were fantastic. We ate there with friends and we all had a wonderful time!

Reviewed 1 week ago [via mobile](#)

Friendly, Fun, Waterside Grille

We had a lovely lunch with friends on a perfect Saturday afternoon at the Tiki Bar. I had one of the Best burgers I have ever eaten. It was a Fig and Goat Cheese Burger. My husband enjoyed his Chicken Wings also.

We enjoyed the live music playing and the view of the water.

We are looking forward to going back to eat here again.

Ask Sherie N about Tiki Bar & Restaurant

Trip Advisor Reviews From the General Public

Saint Louis, Missouri

6

Reviewed September 6, 2017

Plan a Visit

Right on the water, absolutely beautiful. You can't beat the atmosphere. We always come for lunch when we are in town. The food is good, but we come for the experience.
Thank traveler99992017

Wyoming, Michigan

206

Reviewed August 17, 2017 [via mobile](#)**Great place**

Great place for a bite. Lovely staff and good food /drinks little bit night life added and great location and decor

54

Reviewed August 15, 2017 [via mobile](#)**Excellent Service**

Lunch at The Tiki Bar in Fort Pierce, Florida on Aug 13, 2017 with friends. Service was prompt with very friendly waitresses who came back to our table several times to see if we were ok or needed anything. The food was delicious and the view was beautiful looking out over the intracoastal . Highly recommend this restaurant.

Show less

Ask Carrie H about Tiki Bar & Restaurant

Zach H

31

Reviewed August 14, 2017 [via mobile](#)
Absolutely AWESOME

My family and I never go to the same restaurant twice on vacation. Georgina is the utmost professional manager/waitress and made our initial experience there so memorable and enjoyable we went back two nights later. Emanuel waited on us the second night and once again provided outstanding service. Great view, fantastic live music and service, and incredibly good food made for a great experience. One of the best dining experiences we've had in any vacation. Georgina and The Original Tiki Bar get a 5 star rating!

Show less

Ask Zach H about Tiki Bar & Restaurant

Trip Advisor Reviews From the General Public

Holly S

1

Reviewed July 29, 2017 [via mobile](#)
Best place in FL Pierce

Had a fantastic meal and the chef personally brought out a homemade ice cream with goat cheese and honey. It was amazing! We come frequently and always try to sit in Georgie's section. She is the best waitress! She's very attentive and friendly. We love coming here!! I would recommend this place to anyone!

Show less

Ask Holly S about Tiki Bar & Restaurant

3
 Titusville

3

Reviewed July 10, 2017

Awesome Place

Great music, view, atmosphere, food and drinks. A place to relax and unwind. Nice staff. Clean place.

1Cheribomb
 Dayton, Ohio

355

Reviewed July 8, 2017

A must see

So we found this place and Wow! Our waiter was very helpful and friendly! The view was nice and relaxing. The food was served and the shrimp was the best I've ever had! The fish was also fantastic! Presentation was beautiful as well. I HIGHLY recommend the Pool side drink! Not too sweet not too sour! Seriously just right! Loved this place!!!

Show less

-
- Value
- Service
- Food

[See all 3 reviews by 1Cheribomb for Fort Pierce](#)

Ask 1Cheribomb about Tiki Bar & Restaurant

2j. Business and Community References



February 2, 2018

City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954

RE: Tiki Bar and Restaurant of Fort Pierce

Dear Sir or Madam:

I have worked with the Lloyds as their banker for over 10 years throughout my banking career. I have done several loans with them as well as serviced their deposit account. At all times the loans and accounts were paid as agreed and had substantial balances.

It is my understanding that the Lloyds are bidding on the renewal of their lease of the property known as **The Original Tiki Bar and Restaurant of Fort Pierce**. CenterState Bank has discussed expansion plans with the Lloyds and the bank has a very strong interest in providing any financing they may require in connection with the renovation and operation of the property.

As a local to Fort Pierce, it's been a privilege to watch the growth of the Tiki Bar and to attend events at the restaurant knowing we have local ownership and management. This is a great source of pride for me as well as many of their patrons.

Should you wish to discuss the bank's interest or my experience with the Lloyds please do not hesitate to call me at 772-201-4991

Sincerely,

A handwritten signature in blue ink, appearing to read "Jarrod Trefelner".

Jarrod Trefelner
Vice President / Commercial Loan Officer



To whom it may concern:

The following is to inform you that the Tiki Bar & Restaurant of Fort Pierce has been a client of PNC Bank since July of 1998, in all that time the client has not only have a deposit relationship but also lending, credit cards and other products.

We have benefit from a very strong relationship, and Tiki Bar has always complied with terms or structures of loans and deposits.

If you required any additional information please don't hesitate to reach out.

Thank you.

2/15/2018

A handwritten signature in black ink, appearing to read 'Gabriel Delgado', with a long horizontal line extending to the right.

Gabriel Delgado

VP Business Banking

500 Virginia Avenue

Office (772) 293-6116

Cell (772) 370-3018

Member of The PNC Financial Services Group

500 Virginia Avenue, A1 P092 01-1 Fort Pierce, Florida 34982

www.pnc.com



To whom it may concern:

Robert Erneston Produce Co. Inc. has been servicing produce to the Original Tiki Bar, Bluewater Beach Café and Cobb's Landing for the past 15 years. This amounts to approximately \$200,000.00 annually. Over the many years they have always been a quality customer in all aspects. They are run well and have been great to deal with and a benefit to our company. We are proud to be their produce provider.

Sincerely,

Brent Gibson

Office Manager

Robert Erneston Produce, Inc.

772-288-6345

1-800-881-6345

630 S.E. Flagler Avenue – Stuart, FL 34994-2203
800-881-6345 – 772-288-6345 – Fax: 772-221-8380



Delivering Southern Hospitality Since 1925

www.cheneybrothers.com

December 26, 2017

To whom it may concern:

Cheney Brothers Inc. has been selling food and supplies to Ft. Pierce Tiki Bar, Cobbs Landing and Bluewater Beach Café for over 6 years. They spend approximately \$1.3 million annually with Cheney Brothers. During this time, they have always been in good standing with our company and exhibited the utmost professionalism in all of their business dealings. They are a pleasure to deal with and we are proud to call them a customer.

Sincerely,

John D. Reisigl
Executive Vice President
Cheney Brothers Inc.

One Cheney Way, Riviera Beach, FL 33404-7000 • 561.845.4700 office • 800.432.1341 toll-free • 561.845.4701 fax
2801 W. Silver Springs Blvd, Ocala, FL 34475-5655 • 352.291.7800 office • 800.939.4018 toll-free • 352.291.7878 fax



St. Lucie, Inc. East Coast, Inc. Florida, Inc.
Lic #'s 23863100012003-23863100032003-74160200012006-EF20001025
434 N. Seventh Street Fort Pierce, FL 34950
772-461-6845 772-468-0704
fes1946@bellsouth.net
www.fireequipmentservices.com

January 18, 2018

To Whom It May Concern
City of Ft. Pierce

Re: Tiki Bar – Cobb's Landing – Bluewater Beach Grill

The management team at the above named restaurants have been diligent in providing (3) great dining experiences here in Ft. Pierce. They have participated in the promotion of activities in the downtown area, committing time and resources so as to insure local people and visitors enjoy the experience at their restaurants and downtown activities.

They were instrumental in the development of the "Hooked on Music" function, creating another great function drawing attendance of locals and visitors from adjoining communities to experience the Ft. Pierce area.

Sincerely,



Mel Folbrecht
President

Fire Extinguishers

Fire Sprinklers

Fire Alarms

Philip A. Busch
Southern Eagle Distributing
5300 Glades Cutoff Road
Fort Pierce, Fla. 34981
January 19, 2018

The City of Fort Pierce
Mayor Linda Hudson and City Commissioners
100 North U.S. Hwy. 1
Fort Pierce, Fla. 34950

Dear Mayor Hudson and City Commissioners,

Please accept my letter as a request for consideration on behalf of "The Original Tiki Bar" (the Tiki Bar), expressing the value that this establishment brings to our community.

Synonymous with Fort Pierce, The Tiki Bar has been a valuable and iconic waterfront downtown establishment since 1990. A vested landmark, The Tiki Bar is an anchor in our community. It has impressively and casually served up a delicious, locally sourced menu to visitors and locals alike seeking the Florida lifestyle dining and nightlife experience. Additionally, The Tiki Bar has greatly impacted our community both economically and philanthropically.

Dedicated to our community, The Tiki Bar hosts numerous successful events annually to benefit local children's charities. The largest being the "Hooked on Music Festival". This weekend long, annual event brings over 5000 people to Fort Pierce. From this event, The Tiki Bar donates \$10,000 to the Sunrise Kiwanis Club. These dollars directly benefit the children of Fort Pierce. Other organizations that the Tiki Bar supports are: The Boys and Girls Club of St. Lucie County, Main Street Fort Pierce and St. Lucie County Schools. Selfless giving by supporting, promoting, and hosting charitable events has allowed The Tiki Bar to be a shining star in our growing community.

The National Restaurant Association (restaurant.org) states that 7 out of 10 restaurants in the United States are single-unit operations embraced and supported by local economies. These facts hold true for The Tiki Bar. Supporting local businesses and establishments has always been an important part of the Treasure Coast community. I hope that you agree.

Regards,

Philip A. Busch



October 31, 2017

To whom it may concern,

Tiki Bar and Restaurant

This letter is to confirm that Cod and Capers Seafood has been doing business with the Tiki Bar and Restaurant since 2010. In the time that we have been doing business with them, they have placed orders on a daily basis and do approximately \$180,000 in business a year with us, during which time they have always made payments reliably, in full and on time. Cod and Capers Seafood can confidently recommend Tiki Bar and Restaurant as a solid, professional and reliable establishment.

Over the last years of our business relationship the ownership of the Original Tiki has shown loyalty and honesty in all of our business dealing along with a real thirst and emphasis for quality. I wish we that more of the customers we deal with daily had the integrity that they have shown us.

Yours faithfully,

Steve Gyland,

Owner

Cod and Capers Seafood

Cod & Capers Seafood Corporation

1201 US Highway One, Suite 47, North Palm Beach, FL 33408 • (561) 622-0963 • FAX 622-1016
 • 800 834-7634 • www.codandcapers.com • E mail: info@codandcapers.com

MILLER'S
CENTRAL AIR, INC.

(772) 785-8080
Fax (772) 344-6480
www.PSL.MillersCentralAir.com

722 S.W. Biltmore Street, Suite B
Port St. Lucie, Florida 34983

February 9, 2018

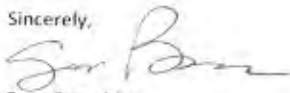
TO WHOM IT MAY CONCERN:

Miller's Central Air, Inc. is pleased to provide this letter recommendation for the Tiki Bar in Fort Pierce.

We have been doing business with them for over 10 years. We provide air conditioning and refrigeration repair and installation services. We are happy to say that their professionalism has always been top notch.

They have always been in good standing with our company and we are looking forward to continuing our business relationship for years to come.

Sincerely,



Sean Brauchler
General Manager
Miller's Central Air, Inc.



2nd Street Bistro and Fat Daddy's Italian Deli
122 N 2nd Street Fort Pierce, FL 34950
772.293.9191



Gary Sofen
2nd Street Bistro
122 N Second Street
Fort Pierce FL 34950

The City of Fort Pierce
Mayor Linda Hudson and City Commissioners
100 North US Hwy 1
Fort Pierce FL 34950

The 2nd street Bistro opened its doors in Downtown Fort Pierce in 2013. We were immediately welcomed to Downtown Fort Pierce from the local businesses. We quickly formed relationships with the owners, operators, and management of The Original Tiki and Cobb's Landing. They were not only helpful, but they also lead by example by embracing and supporting new business to the Downtown area.

I have seen how The Original Tiki Bar & Restaurant has been a positive influence in the downtown area. They have always had the best interest of the city and its community in mind in all aspects of their daily business dealings. They strive to grow the Downtown area by encouraging Families and Business to participate and support in local events.

We have had a great working relationship with both The Tiki Bar & Cobb's Landing Restaurants, they have supported our endeavors and we have offered continuous support of theirs. We are looking forward to our continued relationship with them as they look to renew their lease for the next 20 years with The City of Fort Pierce.

Sincerely;


GARY SOFEN



January 2018

To Whom It May Concern:

Thank you for the opportunity to share praises of a community and business partnership with Donna Burke, and her staff at the Tiki Bar/Cobb's Landing.

Mrs. Burke is dedicated to improving our community and partners with many local charities. Family Meals, Inc. is honored to be one of local charities she assists.

I met Mrs. Burke three years ago. I asked her if it was possible to host Family Meals' first ever Celebrity Bartender's Event at one of the venues she manages. She immediately agreed to donate the bar area at Cobb's Landing and to market our event.

I was hoping that our event would be successful by partnering with such a popular business. However, I was thrilled by her commitment and involvement. She markets our event, provides professional bartenders to back local celebrities at the bar, designs specialty drinks, and donates proceeds to Family Meals. Our annual Celebrity Bartender's Event is our largest and most successful fundraiser!

The event's proceeds go to providing a frozen turkey to local families who would never be able to enjoy a Thanksgiving turkey in their homes. Thanks to her efforts and her commitment, Family Meals raised enough funds at this year's event to help over 2,000 local families this past Thanksgiving.

Mrs. Burke is a professional and shares her expertise with the Family Meals' committee members to make our event more successful each year.

Please contact me if you have any questions or if I can share additional praises.

Sincerely,

Martha Taylor
Family Meals, Inc
Founder/President
772-210-0900

Familymealsinc.org <https://www.facebook.com/FamilyMealsInc>

A copy of the official registration and financial information may be obtained from the division of consumer services by calling toll free 800-435-7352 within the state. Registration does not imply endorsement, approval or recommendation by the state.

You have received no material benefit from Family Meals, Inc., a (501)(c)3 non-profit organization.



122 A. E. Backus Avenue, Fort Pierce, FL 34950

Thursday, January 19, 2017

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950

Re: Letter of Support: Bluewater Beach Grill, Cobb's Landing and the Original Tiki Bar.

The Board of Directors of Main Street Fort Pierce is writing this letter of support for Bluewater Beach Grill, Cobb's Landing and the Original Tiki Bar for the renewal of the lease with the City of Fort Pierce.

Main Street Fort Pierce is a non-profit organization that helps in the revitalization of our downtown community and each year we put on approximately 30 events. Main Street Fort Pierce has had a great partnership with Bluewater Beach Grill, Cobb's Landing and the Original Tiki Bar. Their willingness to sponsor and support our events has helped to bring thousands of people to our downtown area.

Over the past 20 years the restaurants have provided the community great food in relaxing atmospheres, while helping many organizations in the process. They are an asset to the community and we look forward to many more years to come.

Thank you for your consideration of renewal of the contract for Bluewater Beach Grill, Cobb's Landing and the Original Tiki Bar. We believe that they are a positive partner for downtown Fort Pierce.

Sincerely,

Sue Dannahower

President Main Street Fort Pierce

Winner of the 2011 Great American Main Street Award

Main Street Fort Pierce, Inc. • St. Lucie Preservation, Inc. • Main Street Focus, Inc.
Phone: (772) 466-3880 • Fax: (772) 466-3917

* A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. CH76923



SUNRISE THEATRE
FOR THE PERFORMING ARTS
Owned and Operated by the City of Fort Pierce
January 23, 2018

Ms. Donna Burke
Original Tiki Bar
2 Avenue A
Fort Pierce, FL 34950

Dear Ms. Burke:

RE: 2018 Original Tiki Bar Lease Renewal

Over the years, while I have been at City Hall and now the Sunrise Theatre, Ms. Burke, Ian and Collin Lloyd have played a key role in Fort Pierce's economic development with Cobb's Landing and the Original Tiki Bar. Their vision and attention to detail at both of the eateries, has added a genuine, quality visiting and dining experience to the waterfront for residents and visitors alike in Fort Pierce. Any one that is visiting Fort Pierce for always remarks a visit to the Original Tiki for lunch or dinner.

Under their management, when asked for food donations for our annual member's reception, gift certificates for fundraisers for the Sunrise Theatre or Foundation, the answer has always been an unequivocal yes. Over the years, they have been a \$5,000 ticket envelope sponsor for the Sunrise Theatre which assists us in underwriting our annual season and a good corporate citizen in the community. All of the businesses and restaurants in downtown Fort Pierce play an integral part in downtown's success. The Original Tiki is a success for well over a decade and I sincerely hope for more years to come.

I encourage the Fort Pierce City Commission to favorably renew the lease agreement to the Lloyd's to continue their successful restaurant in the downtown. Thank you for your consideration.

Best,

Anne Satterlee
Marketing Director

117 S. 2nd Street - Fort Pierce, FL - 34950 - Fax: 772.461.8373 - Box Office: 772.461.4775 - www.SunriseTheatre.com



FORT PIERCE SUNRISE KIWANIS CLUB

P.O. BOX 3288, FT. PIERCE, FL 34948

2016-2017 CLUB OFFICERS

Danny Reitherford, President
Javier Cisneros, Vice-President
Troy Ingersoll, Past President
Don Nelson, Secretary
Karl Guettler, Treasurer
Wayne Davis, Sergeant-at-Arms

2016-2017 CLUB DIRECTORS

Darcy Klein
John Babien
Jimmy Burchard
Frankie Lott
Anton Kneisel
Tom Siplin
Tim Wile

January 17, 2017

City of Fort Pierce, Florida:

The Ft. Pierce Sunrise Kiwanis Club is a civic organization that was chartered in 1981 and whose membership includes local business owners, active and retired educators, attorneys, engineers, active and retired local government employees, and other civic minded individuals. Our mission is to help improve the world and the local community one child and one community at a time.

Over the past 30 plus years our club has met on a weekly basis in at least 15 different restaurants and meeting places. Three years ago we were searching for a new venue for our meetings and fortunately we met with Donna Burke, Operations Manager of the Tiki Bar and Restaurant and proposed an informal partnership between the Tiki and Sunrise Kiwanis whereby we would each support and promote each organizations interests. The proposal was accepted and we now meet weekly at Cobb's Landing.

Over the past three years through this partnership, the Tiki Bar, Cobb's Landing, and Bluewater Beach Grill have donated over \$15,000 to our Ft. Pierce Sunrise Kiwanis Foundation. These dollars go back into the local community supporting the local schools, college scholarships, and many other community needs with emphasis on the youth of our community. For the past three years over half of our fund raising dollars have been provided by the Tiki Bar, Cobb's Landing, and Bluewater Grill.

Please accept this letter as our Club's support of the Tiki Bar and hope you will give them favorable consideration in continuing their operation of the Tiki Bar and Restaurant at their present location.

Sincerely,

Karl V. Guettler
Treasurer

Kiwanis is a global organization of volunteers dedicated to



changing the world one child and one community at a time.



Big Brothers Big Sisters
of St. Lucie, Indian River
and Okeechobee Counties

403 North US Highway 1
Fort Pierce, FL 34950

Phone: 772-466-8535
Fax: 772-828-2098
info@bbbsbig.org

Executive Board

Jonl Wyszowski
Chairman
David Hall
Chair-Elect
Joanna Scott-Meyers
Vice-Chair
Lori Fry
Secretary
Klin Morgenstern
Treasurer
Judi Miller
CEO

Donna Qvarnstrom-Burke
Operations Administrator
Tiki Bar & Restaurant
Cobb's Landing
Bluewater Beach Grill
4 Ave A
Fort Pierce, FL 34950

Dear Donna,

It is with great enthusiasm that I am writing this letter of support for your restaurant group. As a vendor and donor in our annual Taste of St Lucie fundraiser for the past ten years we want to express our gratitude to you for your commitment to our community and the children that we serve.

We have also enjoyed working with you for special give back events, and board meetings over the years and are so grateful for your ongoing support. In fact, we look forward to hosting our annual installation of officers meeting at Cobb's Landing early next year.

You are a vital part of the Downtown Fort Pierce landscape and our community as a whole, and we look forward to our continued relationship!

Sincerely,

Rachel Heddings

Rachel Heddings
Chief Operating Officer
Big Brothers Big Sisters

Board of Directors

Barbara Bennett
Mary Bennett
Anthony Bonna
Michelle Borisenok
Beth Coke
Brad Gould
Gayle Harrell
Bradley Lorimier
Joe Smith
Joe Wallace
Olivia Watkins
Amber Woods

Honorary Members

Judy Hamner
Paul Hott
Paul Li Causi
Jane Rowley



2k. Proof of Insurance and Business Licenses

POLICY NUMBER: CBC20002024301

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

Endurance American Specialty Insurance Company 3333 New Hyde Park Road, Suite 210 New Hyde Park NY 11042	ADVANCED E&S GROUP - RESTAURANTS 3250 North 29th Avenue Hollywood FL 33020
NAMED INSURED: <u>Tiki Bar & Restaurant of Ft. Pierce, Inc.</u>	
D/B/A NAME: _____	
MAILING ADDRESS: <u>2 Avenue A</u>	
<u>Fort Pierce, FL 34950</u>	
POLICY PERIOD: FROM <u>01-09-2018</u> TO <u>01-09-2019</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>100,000</u> Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>5,000</u> Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u> Any one person or organization
GENERAL AGGREGATE LIMIT	\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>\$1,000,000</u>

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: <u>None</u>
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
☐ INDIVIDUAL	☐ PARTNERSHIP
☐ LIMITED LIABILITY COMPANY	☐ JOINT VENTURE
☐ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)	☐ TRUST
BUSINESS DESCRIPTION: <u>Restaurant</u>	

POLICY NUMBER: CBC20002024301

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – STATE OR POLITICAL
SUBDIVISIONS – PERMITS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE**State or Political Subdivision:**
City of Ft. Pierce

, FL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
2. The construction, erection, or removal of elevators; or
3. The ownership, maintenance, or use of any elevators covered by this insurance.



CERTIFICATE OF LIABILITY INSURANCE

TIKIB-1 OP ID: MY

DATE (MM/DD/YYYY)
02/07/2018

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 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
Brown & Brown Insurance - Vero
Vero Division
817 Beachland Blvd
Vero Beach, FL 32963
Dan Kross

CONTACT NAME: Myriam Beigel

PHONE (A/C, No., Ext): 772-231-2828

FAX (A/C, No.): 772-231-4413

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Endurance American Specialty

41718

INSURER B: StarStone National Ins Co.

INSURER C: Zenith Insurance Company

13289

INSURER D:

INSURER E:

INSURED
Tiki Bar & Restaurant of Fort
Pierce, Inc.
Donna Burke
4 Avenue A
Ft. Pierce, FL 34960

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

NBR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR	☒	CBC20002024301	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & AUTO INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER					
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS	☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	CBC20002024301	01/09/2018	01/09/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ EXCESS LIAB	☒ CLAIMS-MADE	88416E185ALI	01/09/2018	01/09/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVIDER/CONTRACTOR/EXECUTIVE OFFICER/OWNER/EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Z086735814	01/01/2018	01/01/2019	PER STATUTE ☒ OTHER EL LACI ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fort Pierce and its officials, officers and employees are included as additional insureds under the General Liability policy subject to policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Pierce
Risk Manager
100 N. US Highway 1
Fort Pierce, FL 34954-1480

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

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ACORD 25 (2014/01)

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City of Fort Pierce BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
TIKI BAR & RESTAURANT OF FT. PIERCE, INC., THE 2 AVENUE A FT PIERCE FL 34950	LLOYD, VINCENT

Business Location*: 1 AVENUE A

*This business tax receipt is valid at this location only.

Date Issued	Expiration Date	Control Number
October 10, 2017	September 30, 2018	0008835

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
18-00009385	CAFE/RESTAURANT-OVER 25 SEATS	

Tax Amount	\$40.00
New/Renewal Fee	\$145.00
Penalty	\$0.00
Total	\$0.00

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and 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 receipt becomes null and void if business name, classification, ownership or address is changed.





2017 - 2018

St. Lucie County Local Business Tax Receipt

Facilities or machines #	Rooms #	Seats #149	Employees #	Receipt #5812-00980017
Type of business 5812 RESTAURANT (RESTAURANT)				Expires SEPTEMBER 30, 2018

DBA name:	Business: Tiki Bar & Restaurant of Ft Pierce Inc
Mailing address: Tiki Bar & Restaurant of Ft Pierce Inc 1 Avenue A Fort Pierce, FL 34950	Business location: 1 Avenue A Fort Pierce, FL 34950

RENEWAL		City of Fort Pierce	01883
Original tax:	\$27.55		
Penalty:			
Collection cost:		Paid 07/24/2017 27.55	0121-20170724-003008
Total:	\$27.55		

DBPR On-Line Services

If you need to mail additional information to DBPR please include this coversheet.

License Type: **Beer, Wine and Liquor; consumption on premises or**
Application Type: **Renew**

File Number: **78497**
Application Number: **1065921**
License Number: **BEV6602074**
Application Date: **03/08/2017 (mm/dd/yyyy)**

Organization Name: **TIKI BAR & REST OF FT PIERCE INC**

Mail To:
Department of Business and Professional Regulation
Central Intake Unit
2601 Blair Stone Road
Tallahassee, FL 32399-0783

If you have any questions please call our Customer Contact Center at 850-487-1395.

3/8/17 11:31 AM

Page 1 of 2

State of Florida
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399

Application Summary

Thank you for submitting your request for an online renewal. Please note that the license has not been renewed. The license will be renewed after all fees have been submitted.

Profession

License Type:	Beer, Wine and Liquor; consumption on premises or package sales (County pop. Over 100,000)
Application Number:	1065921
Application Type:	Renew
Application Date:	03/08/2017 (mm/dd/yyyy)
License Number:	BEV6602074
File Number:	78497

Organization Detail

Organization Name:	TIKI BAR & REST OF FT PIERCE INC
Business Name:	TIKI BAR & REST

Addresses

Name:	TIKI BAR & REST OF FT PIERCE INC
Phone Number:	(772)708-4555
E-mail Address:	donna@originaltikibar.com
Address:	2 AVE A FORT PIERCE, FL 34950 US
Phone Number:	7727084555
Extension:	
E-mail Address:	donna@originaltikibar.com

License Related Addresses

Address:	2 AVE A FT PIERCE, FL
----------	----------------------------------

3/8/17 11:31 AM

Page 2 of 2

34950
Phone Number: (561)461-0880
Address: 2 AVE A
FT PIERCE, FL
34950

Fees

Renew 4COP	\$1820.00
Total Amount Due:	\$1820.00

By submission of this application you affirmed the following:

I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

I understand that an electronic signature shall have the same force and effect as a written signature.

3/8/17 11:32 AM

Page 1 of 2

State of Florida
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399

Application Summary

Thank you for submitting an online renewal. The license will be renewed once all fees have been submitted.

Profession

License Type:	Seating
Application Number:	998668
Application Type:	Renew
Application Date:	03/08/2017 (mm/dd/yyyy)
License Number:	SEA6601883
File Number:	145688

Organization Detail

Organization Name:	TIKI BAR & RESTAURANT OF FT PIERCE INC
Business Name:	TIKI BAR & RESTAURANT

Addresses

E-mail Address:	donna@originaltikibar.com
Address:	2 AVE A FT PIERCE, FL 34950 US
Phone Number:	772-461-0880
E-mail Address:	donna@originaltikibar.com
Routing Instruction:	

License Related Addresses

Address:	2 AVE A FT PIERCE, FL 349504410
Phone Number:	(561)461-0880
Address:	2 AVE A

3/8/17 11:32 AM

Page 1 of 2

State of Florida
Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, FL 32399

Application Summary

Thank you for submitting an online renewal. The license will be renewed once all fees have been submitted.

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FT PIERCE, FL**349504410**

Phone Number:

(772)461-0880

Routing Instruction:

Attachments**Fees**

Hospitality Education Program Fee	\$10.00
License Fee	\$13.00
Basic Fee	\$185.00
License Fee	\$65.00
Total Amount Due:	\$273.00

By submission of this application you affirmed the following:

I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

I understand that an electronic signature shall have the same force and effect as a written signature.

21. Current Leases Held with City of Fort Pierce

FILE COPY

FIRST ADDENDUM TO AGREEMENT TO LEASE AND IMPROVE THE FORT PIERCE TIKI BAR AND RESTAURANT

THIS LEASE ADDENDUM entered into this 23rd day of September, 1998 by and between the **THE CITY OF FORT PIERCE, FLORIDA**, a Municipal corporation, (hereafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **TIKI BAR AND RESTAURANT OF FORT PIERCE, INC.** a Florida corporation, (hereafter "TENANT"), whose business address is P.O. Box 4382, Fort Pierce, Florida 34950.

WITNESSETH:

WHEREAS, the LANDLORD and TENANT, have entered into an Agreement to Lease and Improve the Fort Pierce Tiki Bar and Restaurant dated August 18, 1998 (the "Lease");

WHEREAS, the TENANT has, by virtue of various factors, including the condition of the existing building on the Demised Premises, been unable to timely complete certain improvements and otherwise fully open the restaurant facility for business;

WHEREAS, because of these circumstances which were unforeseen at the time the Lease was negotiated, TENANT is requesting a modification of the rental payments due LANDLORD under the Lease;

WHEREAS, the LANDLORD is desirous of amending the Lease to accommodate TENANT.

NOW, THEREFORE, for and in consideration of the execution hereof, the mutual understandings and agreements of the parties, and other good and valuable consideration, the parties

Addendum to Lease Agreement
Page: 2

do hereby agree that the Agreement to Lease and Improve the Fort Pierce Tiki Bar and Restaurant dated August 18, 1998, be and the same is hereby amended as follows:

1. Paragraph 3(a) is hereby amended to state:

- (a) For the first four (4) months of this Lease (September, October, November and December), on the last day of each month, monthly rent in the amount of \$4,000.00; provided, however, no rent shall be charged for the month of September, 1998 in consideration of the delay in opening the restaurant facility due to unforeseen conditions existing on the premises prior to TENANT's occupancy.

2. All other terms and conditions of the Agreement to Lease and Improve the Fort Pierce Tiki Bar and Restaurant dated August 18, 1998 shall remain the same and are not changed or modified by this Addendum.

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

WITNESS AS TO LANDLORD:

LANDLORD:

ATTEST:

CITY OF FORT PIERCE, FLORIDA

By: Cassandra Steele
Cassandra Steele, City Clerk

By: Edward G. Enns
Edward G. Enns, Mayor

DATE: 9-23-98

APPROVED AS TO FORM
AND CORRECTNESS:

By: Robert V. Schwerer
Robert V. Schwerer
Assistant City Attorney

Addendum to Lease Agreement
Page: 3

WITNESSES AS TO TENANT:

TENANT:

TIKI BAR AND RESTAURANT
OF FORT PIERCE, INC.

Susan Sutton

By: [Signature]

Sandra G. Clifton

DATE: 9/24/98

WITNESSES AS TO GUARANTOR:

GUARANTOR:

Susan Sutton

[Signature]

Sandra G. Clifton

Boyd E. [Signature]

As: Tiki Bar & Rest. President

AGREEMENT TO LEASE AND IMPROVE THE FORT PIERCE TIKI BAR AND RESTAURANT

THIS LEASE AGREEMENT entered into this 18th day of August, 1998 by and between the **THE CITY OF FORT PIERCE, FLORIDA**, a Municipal corporation, (hereafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **TIKI BAR AND RESTAURANT OF FORT PIERCE, INC.** a Florida corporation, (hereafter "TENANT"), whose business address is P.O. Box 4382, Fort Pierce, Florida 34950.

W I T N E S S E T H:

WHEREAS, the LANDLORD, is the owner of a building and certain improvements located on the waterfront at the Fort Pierce City Marina, consisting of an approximate two thousand (2,000) square foot building generally known as the Tiki Bar and Restaurant (the "Demised Premises") which is more fully depicted on Exhibit "A" attached hereto;

WHEREAS, the TENANT has been selected by the City Commission through a competitive selection process as the most qualified entity to lease, improve, and operate the Demised Premises as a restaurant facility, a copy of TENANT'S Lease and Development Plans being described and set forth in Exhibit "B" attached hereto; and

WHEREAS, the TENANT is desirous of operating and improving the restaurant facility in conjunction with, and as a support service for LESSOR'S overall operation of its marina facility; and

WHEREAS, the LANDLORD is desirous of leasing to TENANT the restaurant facility and additional area(s), subject to all existing zoning and building restrictions and regulations and provisions and clauses of this Lease.

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1. **TERM.** The term of this Lease shall be for an initial term of fifteen (15) years commencing September 1, 1998 to and including August 31, 2013. TENANT shall have the option to renew this Lease for an additional five (5) year term, all terms and conditions of this Lease to be the same except as amended where required and accepted by both parties. TENANT shall give written notice to LANDLORD at least one (1) year prior to the expiration of the initial fifteen (15) year lease term of its election to extend this Lease for the additional five (5) year term, which option shall be granted by LANDLORD provided that TENANT is in full compliance with all terms and conditions of this Lease and any amendments thereto.

2. **DEMISED PREMISES.** The Demised Premises consists of an approximate two thousand (2,000) square foot restaurant building formerly known as the Tiki Bar and Restaurant located at the Fort Pierce City Marina as depicted on Exhibit "A", attached hereto and incorporated herein by reference. LANDLORD shall further permit TENANT to use and occupy such additional areas of LANDLORD's marina facility as are needed and authorized in writing for the construction, development and expansion of the restaurant facility. TENANT acknowledges that its use and occupancy of the restaurant facility(s) shall at all times be subject to LANDLORD's joint and concurrent use of the ground area underlying the restaurant building and improvements as LANDLORD may deem necessary for all uses in connection with the operation of its marina facility, including, but not limited to utility services, gas lines, and support structures for bulkheads and seawalls.

3. **LEASE PAYMENTS.** TENANT in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S.

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1, Fort Pierce, Florida 34954, or such other place as LANDLORD may from time to time designate in writing, rent in the amounts and manner set forth herein:

- (a) For the first four (4) months of this Lease (September, October, November and December), on the first day of each month, monthly rent in the amount of Four Thousand (\$4,000.00) Dollars;
- (b) For the next twenty-four (24) month period commencing January 1, 1999, a sum equal to eight and eight tenths (8.8%) percent of all gross revenues and sales of the business (exclusive of sales tax), not to exceed Eight Thousand Two Hundred and Fifty (\$8,250.00) Dollars for any month; and
- (c) For the remaining term of the Lease, commencing January 1, 2001, rent in a sum equal to ten (10%) percent of the first One Million (\$1M) Dollars of all of the gross sales and revenues of the business (exclusive of sales tax), plus a sum equal to four (4%) percent of all of the gross sales and revenues of the business in excess of One Million (\$1M) annually, payable monthly.

All percentage rent specified in paragraphs (b) and (c) above shall be payable monthly. Within five (5) business days of the closing of any monthly period, TENANT shall furnish to LANDLORD all register tapes from the business together with the rent due herein, plus all applicable Florida state sales tax. At the request of LANDLORD, TENANT shall further furnish audited financials and sales reports. At all times during this Lease, LANDLORD shall also have the right to examine and audit all of the books and records of the business operated by TENANT, including, but not limited to, quarterly tax (federal and state) reporting forms, sales tax reports and receipts, inventory purchase

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records, and sales receipts pertaining to the operation of said business. The covenant of TENANT to pay rent is separate and distinct from other covenants and TENANT shall have no right of set-off or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency or its equivalent.

Rent for any option period or extension of this Lease shall be payable in such amounts and in the manner specified in paragraph (c) above, unless otherwise modified in writing by LANDLORD.

4. **SALES TAX.** In addition to rent specified herein, and other sums of money provided in and by this Lease to be paid by TENANT, TENANT shall pay in advance the full amount of all sales, use, excise, and rental taxes levied, assessed or payable for or on account on this Lease, or the rent payments contemplated by this Lease, or the rents and other sums of money payable under or by virtue of this Lease.

5. **AD VALOREM TAXES.** LANDLORD shall be responsible to pay the real property taxes applicable to the Demised Premises based upon the assessed value of the restaurant facility as of the commencement date of this Lease. The terms and conditions of this Lease contemplate substantial improvements by the TENANT. TENANT agrees to pay fifty (50%) percent of any increase in taxes resulting from an increase in the assessed value of the Demised Premises that is attributable to any and all improvements made by TENANT during the term of this Lease. Upon receipt of each yearly ad valorem tax bill for the Demised Premises, LANDLORD shall submit an invoice to TENANT for its proportionate share of the ad valorem taxes specified herein, and TENANT shall remit payment within fifteen (15) days of such invoice in order for LANDLORD to the maximum applicable discount for early payment.

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6. **LATE CHARGES.** In the event any base rent payment due hereunder shall not be paid within ten (10) days after the due date, TENANT shall pay LANDLORD a late charge of five (5%) percent of such late payment.

7. **HOURS OF OPERATION.** At all times during this Lease, TENANT shall be required to operate a first-class restaurant facility with minimum hours of operation from 11:00 a.m. to 11:00 p.m., seven (7) days per week unless agreed otherwise in writing by LANDLORD. TENANT further agrees to initiate a seasonal breakfast program commencing January 1, 1999 (for the months of January, February, March, and April) offering a breakfast menu, with operational hours commencing 6:30 a.m. TENANT shall confer with LANDLORD at the close of the first season to discuss the feasibility of continuing its breakfast program the following year. LANDLORD and TENANT agree to consider the economic feasibility of such a program during any year of this Lease. TENANT shall not be required to offer a breakfast menu in any year of this Lease in the event it is determined to be economically impractical; provided, however, that TENANT shall have devoted its best efforts and skills (commensurate with reasonable restaurant practices and standards within the community) in the development and implementation of a breakfast menu program.

TENANT further acknowledges the need for the continuous and regular operation of its restaurant facility at the LANDLORD's marina, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease. TENANT shall have the right to extend business hours at its election.

8. **COMMON AREA.** The term "Common Area" shall mean that part of the entire marina property of LANDLORD located at One Avenue "A", Fort Pierce, Florida 34950 designated

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by LANDLORD from time to time for the common use of all occupants of the Fort Pierce City Marina, including, among other facilities, parking area, walkways, landscaping, and loading areas, all of which shall be subject to LANDLORD's sole management and control. TENANT and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to the use the Common Area as constituted from time to time, such use to be in common with LANDLORD, other tenants and occupants of the property, and all other persons permitted by LANDLORD to use the same and subject to such reasonable rules and regulations governing the use thereof as LANDLORD may from time to time prescribe, including the designation of specific areas within the property or in reasonable proximity thereto in which automobiles and vehicles owned or operated by TENANT, its employees, business invitees, and licensees shall travel or be parked. LANDLORD shall operate, maintain and repair the Common Area in such a manner as LANDLORD shall in its sole discretion determine.

9. **INSURANCE.** TENANT shall obtain and keep in force during the term of this Lease a policy of comprehensive general liability insurance in an amount not less than a combined single limit of \$1,000,000.00. TENANT shall also procure and maintain a policy of liquor liability insurance in an amount of \$1,000,000.00. LANDLORD shall furnish a fire insurance policy. TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease Agreement and shall provide a minimum of thirty (30) days notice to LANDLORD prior to cancellation or termination of any insurance policy. LANDLORD, from time to time, may require evidence of such insurance policies and TENANT shall agree to promptly supply these policies. LANDLORD shall

Lease Agreement
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have the right to require TENANT to make reasonable increases to the minimum required limits of insurance during the term of this Lease.

10. **USE OF PREMISES.** TENANT will use and occupy the premises solely as a combined restaurant and bar establishment. TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of other tenants and occupants of the property and agrees to conduct its business in compliance with all applicable laws. TENANT further agrees to keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any State or Federal law, regulation, or agency; to make no alterations or additions to the demised premises without the prior written consent of LANDLORD; to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the demised premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not unreasonably disturb other tenants or occupants or constitute a breach of the peace; and to surrender the demised premises at the termination of this LEASE in as good state and condition as reasonable use and wear will have permitted.

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11. **CONSTRUCTION OF IMPROVEMENTS.** TENANT has submitted to LANDLORD a proposed development plan for the construction of improvements on the Demised Premises as set forth in Exhibit "B", attached hereto and made a part hereof. TENANT's proposed improvements to develop and expand the restaurant facility are made a covenant of this Lease. At the minimum, TENANT shall be required to construct leasehold improvements of at least Three Hundred and Fifty Thousand (\$350,000.00) Dollars, and shall generally consist of the items specified in Exhibit "B". TENANT shall be required to promptly commence construction of all improvements in a timely manner and exercise reasonable diligence to complete construction of each phase according to the following schedule: (i) Phase I by January 1, 1999; (ii) Phase II by January 1, 2000; and (iii) Phase III by January 1, 2002. LANDLORD agrees to consider reasonable requests from the TENANT for a deviation from this construction schedule provided that TENANT shall have notified LANDLORD in advance and in writing, with a reasonable and acceptable basis for such extension.

Prior to commencing any construction of the required improvements on the Demised Premises, TENANT shall be required to submit all plans and specifications for such improvements to LANDLORD for review and approval. LANDLORD reserves the right, in its sole discretion, to reject any construction plans, specifications, or proposed improvements, in whole or in part, for any reason, including, but not limited to aesthetics, architectural conformity with existing or proposed marina structures, design criteria or functionality. All improvements shall be in conformity with Zoning Ordinances, this Lease, and all applicable State and local laws and regulations. If LANDLORD rejects any construction plans in whole or in part, LANDLORD shall notify TENANT of such rejection in writing specifically setting forth the grounds for such rejection. TENANT shall

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submit new or corrected construction plans, which so conform, within thirty (30) days from written notification. LANDLORD shall furnish TENANT written approval or disapproval of corrected plans. Failure of LANDLORD and TENANT to reach agreement on approval of construction plans or new or corrected construction plans and specifications shall be a basis for an extension of TENANT's construction timetable as specified above, provided TENANT shall at all times be acting in good faith. The term "improvements" as used in this Lease shall also mean any and all material alterations to the Demised Premises regardless of whether such alterations are structural in nature.

12. **MAINTENANCE AND REPAIR.** TENANT shall at all times maintain its restaurant facility(s), and all appurtenances thereof, in a first-class condition and appearance, in compliance with all local, state or federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement if necessary) the foundation, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, heating, air-conditioning (including exterior mechanical equipment), interior electrical equipment serving the Demised Premises, floors and ceilings, and all other parts of the Demised Premises. LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the Demised Premises. If any repairs require to be made by TENANT hereunder are not made within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss of damage which may result to its stock or business by reason of such repairs, and TENANT shall pay to LANDLORD immediately upon demand as

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additional rent hereunder, the costs of such repairs plus ten (10%) percent of the amount thereof (for LANDLORD's service and overhead costs). At all times during the term of this Lease, TENANT shall maintain the Demised Premises and operate its restaurant facility(s) and business in a high grade and tasteful manner in order to enhance the image and appearance of LANDLORD's marina facility.

13. **ALTERATIONS.** TENANT shall not make any alterations, additions or improvements to the demised premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the demised premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the demised premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the demised premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the demised premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the demised premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

14. **UTILITIES.** TENANT shall contract, in its own name and shall pay the charge before delinquency, for all utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities. LANDLORD may, if it so elects, furnish one or more utility services to TENANT, and in such event, TENANT shall purchase the use of such services as are tendered by LANDLORD.

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15. **TITLE TO IMPROVEMENTS.** Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal of extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

16. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the demised premises by fire or other casualty. If the demised premises should be: (1) damaged by any uninsured casualty or; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease or to proceed to rebuild and repair the demised premises. Should LANDLORD elect to terminate the Lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty. Except as otherwise provided herein, in the event the demised premises should be damaged by fire or other casualty insurable under standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the demised premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the demised premises to substantially return to the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. In the event LANDLORD should

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elect to restore the demised premises and TENANT should be deprived of the occupancy and use of a portion of the demised premises, rent shall be equitably apportioned according to the area of the demised premises which is unusable by TENANT, until such time as LANDLORD shall have completed its restoration as provided herein. In the event of total destruction, TENANT's rent shall completely abate from the date of such destruction. In the event any portion of the business property should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the Tiki Bar and Restaurant building, LANDLORD may cancel this Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void.

17. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the leased premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of other tenants, occupants or of any other person, whether such damage be caused by or result from any other thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature. TENANT agrees to indemnify and save harmless LANDLORD from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen

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as a result of the negligent occupancy or use of the demised premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the demised premises as a result of TENANT's negligence, including LANDLORD's attorney's fees and costs, both at the trial and appellate levels.

18. **EMINENT DOMAIN.** If the demised premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion, shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the demised premises.

If the entire demised premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public use. If a portion of the demised premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease or, at its own expense, to repair and restore the portion not affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

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In the event any portion of the Common Area should be taken to such extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the business, LANDLORD may cancel the Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void ninety (90) days after said notice.

19. **COMPETING RESTAURANTS.** LANDLORD, for itself and its successors and assigns, hereby agrees that it will not lease any portion of its marina facility that is within seventy-five (75) feet of the Tiki Bar and Restaurant as it exists on the date of this Lease, to any person, firm, or entity, for any period in excess of fourteen (14) consecutive days, for the purpose of allowing such person, firm, or entity to compete with TENANT in substantially the same type of restaurant business operated by TENANT which is the sale of prepared food and consumption of alcoholic beverages (excluding beer and wine) on or off the premises. In no event shall this provision prohibit or restrict LANDLORD, its successors and assigns, from selling or allowing other persons, firms, or entities to sell prepared meals and alcoholic beverages anywhere on the premises of the marina facility on a temporary basis, including special events, boat shows, art shows, festivals, and the like. Further, this provision shall not operate to restrict LANDLORD from selling or offering for sale any and all pre-packaged food items or packaged alcoholic beverages, either from dispensing machines or counters, located at any place within the LANDLORD's marina facility. The extent of TENANT's exclusive rights as set forth herein shall be conditioned on the requirement that TENANT regularly and consistently be engaged in providing prepared food and the specified alcoholic beverages at its location within the marina facility.

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20. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease or any estate or interest therein or sublet the demised premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the demised premises without the prior written consent of LANDLORD, which consent LANDLORD may not unreasonably withhold. For purposes of this provision, the sale, transfer, or assignment by any shareholder of TENANT of its shares, or the sale of shares by TENANT to any individual, firm, or entity which results in the transfer of more than forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less than a majority of the control of the corporation, shall also be considered a transfer of this Lease which shall require LANDLORD's prior written consent. Although TENANT may have the right to mortgage its interest in this Lease, all rights acquired under the leasehold mortgage shall be subject to all of the terms of this Lease. There shall be no subordination of this Lease and the LANDLORD shall otherwise be protected in any financing arrangement. TENANT agrees that any leasehold mortgage it may execute in obtaining financing for the construction and development of the restaurant facility shall contain language incorporating the foregoing provision. Consent by LANDLORD to one or more assignments or sublettings shall not operate as a waiver of LANDLORD's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, TENANT and any guarantor of TENANT's obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of TENANT, including the payment of rent.

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In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building containing the demised premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations. Such transfer and assignment, however, shall not affect the validity of this Lease, and TENANT shall continue in possession of the premises subject to all terms and conditions provided in the Lease.

21. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

- (a) The vacating or abandonment of the demised premises by TENANT.
- (b) The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT.
- (c) The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs (a) and (b) above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed to be in default if TENANT commences such cure within said ten day period and thereafter diligently pursues such cure to completion.
- (d) If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including,

Lease Agreement
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without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

(e) The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT or any guarantor of TENANT's obligations, and any of them, is materially false.

In the event of any default or breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(b) Terminate TENANT's right to possession of the demised premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event

Lease Agreement
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TENANT shall immediately surrender possession of the demised premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Maintain TENANT's right to possession, in which event the Lease shall continue in effect whether or not LANDLORD shall have abandoned the demised premises. In such event, LANDLORD shall be entitled to relet the demised premises and to enforce all of LANDLORD's rights and remedies under the Lease, including the right to recover its rent as it becomes due.

(d) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida.

In the event of a proceeding involving TENANT under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease is assumed by TENANT's trustee in bankruptcy (after he has cured all existing defaults, compensated LANDLORD for any loss resulting therefrom and provided adequate assurance of future performance), then the lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to LANDLORD an agreement in recordable form whereby such party assumes and agrees with LANDLORD to discharge all obligations of TENANT under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by TENANT and any guarantor herof as of the time of execution of the Lease, and (3) grants to LANDLORD, to secure the performance of such party's obligations under the Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the demised premises, and in connection therewith, such party shall execute such security agreements, financing

Lease Agreement
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statements and other documents (the forms of which are to be prepared by LANDLORD) as are necessary to perfect such lien.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the demised premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LANDLORD applicable to the unexpired term of the Lease, if applicable; and all reasonable expenses incurred by LANDLORD, including attorney's fees.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the demised premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant or condition hereof; nor shall the acceptance of rent by LANDLORD at any time when

Lease Agreement
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TENANT is in default under any covenant or condition hereof be construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself of such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than thirty (30) days after written notice by TENANT to LANDLORD and to the holder of any first mortgage covering the demised premises whose name and address shall have theretofore been furnished to TENANT in writing, specifying wherein LANDLORD has failed to perform such obligations; provided, however, that if the nature of LANDLORD's obligation is such that more than thirty (30) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on LANDLORD by

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the terms of any mortgage covering the demised premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment of TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

22. **LANDLORD SECURITY.** To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the demised premises, and also upon all proceeds of any insurance which may accrue to TENANT by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of LANDLORD until all arrearages in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code financing statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and

Lease Agreement
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security interest created hereby shall be terminated when all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

23. **SUBORDINATION AND ATTORNMENT.** The Lease, at LANDLORD's option, shall be subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the demised premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgage or ground lease, and should give written notice thereof to TENANT, the Lease shall be deemed prior to such mortgage or ground lease, whether the Lease is dated prior or subsequent to the date of said mortgage or ground lease.

TENANT agrees to execute any documents required to effectuate such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LANDLORD as TENANT's attorney in fact and in TENANT's name, place and stead, to do so.

Upon request of LANDLORD, TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the demised premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as LANDLORD under the Lease.

24. **TENANT ESTOPPEL CERTIFICATE.** TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to

Lease Agreement
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LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the demised premises.

If LANDLORD desires to finance, refinance, or sell the demised premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

25. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attn: City Manager, P. O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P. O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: TIKI BAR AND RESTAURANT OF FORT PIERCE, INC., Attention: Vincent Lloyd, P.O. Box 4382, Fort Pierce, Florida 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly

Lease Agreement
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given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

26. **ACCESS TO PROPERTY.** During the term of this Lease, and any renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease, including inspection of all work being performed in connection with the construction of improvements thereon, the management and operation of the restaurant facility, and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

27. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease:

(a) TENANT shall not record the lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

(b) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

(c) The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

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(d) Time is of the essence.

(e) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

(f) Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

(g) Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the demised premises, for the entire Lease term, subject to all the provisions of the Lease.

(h) Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

(i) Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

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(j) The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

(k) The Effective Date of the Lease shall be the date last executed by the parties without amendment or deletion to the Lease and its Exhibits.

(l) All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable by TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

(m) Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date. Payment of such interest shall not excuse or cure any default by TENANT under the Lease.

(n) Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the business for the satisfaction of each and every remedy of TENANT in the event of any breach by

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LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

28. **JOINT VENTURE.** It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership, or other relationship between the parties to the agreement other than LANDLORD and TENANT.

29. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents, and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

30. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

31. **RADON GAS.** Pursuant to Fla. Stat. Sec. 404.056(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

Guarantee
Page: 2

5. LANDLORD has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

WITNESS our hands and seals this 18th day of August, 1998.

WITNESSES:

Linda J. Chilton
Maria R. [Signature]

GUARANTOR:

By: [Signature]

As: Tiki Bar & Restaurant



OFFICE OF THE CITY MANAGER
CITY HALL, 100 NORTH U.S. 1
P.O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480



TEL (772) 467-3000
FAX (772) 489-8042
www.cityoffortpierce.com

January 9, 2013

Collin V. Lloyd
Tiki Bar & Restaurant of Fort Pierce, Inc.
302 South Second Street
Fort Pierce, FL 34950

Re: Tiki Bar and Restaurant of Fort Pierce, Inc. Lease Extension

Dear Mr. Lloyd:

This letter will confirm receipt of your written notice to the City of Fort Pierce that the Tiki Bar and Restaurant of Fort Pierce, Inc. will exercise the five (5) year extension of the lease. You have also requested that the City agree to an amendment to the notice provision from one (1) year to six (6) months.

To the extent your January 4, 2013 letter is considered as written notice to the City of your election to exercise the five (5) year extension of the lease, and that it was sent to us admittedly late but with good cause shown, this will serve to advise you that the City will agree to an amendment of the notice of provision and grant your company the extension. Of course, the lease extension is subject to all other terms and conditions of the lease agreement as specified therein.

Please let me know if you have any questions or concerns regarding the above.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Bradshaw", is written over the words "Very truly yours,".

Robert J. Bradshaw, City Manager

RJB:mlp

cc: Honorable Mayor and Members of the City Commission
City Attorney



**Hoskins Turco
Lloyd & Lloyd**
A FLORIDA LAW FIRM

Personal Injury • Wrongful Death
Social Security Disability • Bankruptcy

JAN 4 2013

Steve Hoskins*
Louis D. Turco
Colin V. Lloyd
Ian T. Lloyd

Agnes A. Lambert
Garrett S. Roberts

*Board Certified Civil Trial Lawyer

Reply to: Fort Pierce Office
Fax: 772-465-6767

January 4, 2013

City of Ft. Pierce
Attn: Robert J. Bradshaw, City Manager
100 N. U.S. 1
Ft. Pierce, FL 34954

Via Hand Delivery

RECEIVED
JAN 4 2013
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

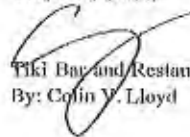
Re: Tiki Bar and Restaurant of Fort Pierce, Inc.

Dear Mr. Bradshaw:

This letter serves as the Tiki Bar and Restaurant of Fort Pierce, Inc.'s request to exercise the five-year extension of the lease period regarding the Tiki Bar and Restaurant of Fort Pierce, Inc. lease with the City of Fort Pierce, Florida. The extension lease period would commence September 1, 2013 until and including August 31, 2018. We also request an amendment/modification of the notice period from one year to six(6) months.

We have enjoyed working with the city regarding operating the restaurant and look forward to working with the city in the future. Thank you for your consideration and should you have any questions or concerns, please do not hesitate to contact either myself (cell 772.216.6515) or Ian Lloyd (cell 772.519.1845).

Very truly yours,


Tiki Bar and Restaurant of Fort Pierce, Inc.
By: Colin V. Lloyd

CVL/

PORT PIERCE OFFICE
302 South Second Street
Fort Pierce, Florida 34950
772-464-6600

PORT ST. LUCIE OFFICE
10570 S. Federal Hwy, Ste. 102
Port St. Lucie, Florida 34952
772-344-7770

OKEECHOBEE OFFICE
212 South Patriot Avenue
Okeechobee, Florida 34924
863-357-5800

VERO BEACH OFFICE
937 20th Place
Vero Beach, FL 32960
772-794-7774

WWW.HOSKINSTURCO.COM



Anne W Satterlee/cfp
01/04/2013 11:22 AM

To: bluewater2025@bellsouth.net
cc: jpcnudeen/cfp@cfp, Robert Bradshaw/cfp@cfp, Christine
Famularo/cfp@cfp
bcc:
Subject: Tiki Lease <Watchdog: Virus checked>

Hi, Donna:

I spoke to Dean and the City Manager this morning about the lease extension. If you or the Lloyd's can provide a letter requesting the extension of the Tiki lease per the agreement, staff will forward it to legal. This is a formality and there should not be any problems. If you have questions, please contact me.

Happy New Year!
Anne

Anne Satterlee, APR, CPRC
Communications & Marketing Mgr.
City of Fort Pierce
100 North U.S. Hwy. 1
Fort Pierce, FL 34954
772.467.3027 (NLW) Fax 772.489.8042
River Walk Center
Fort Pierce Authentic Tours (FPAT)
E-mail: Asatterlee@City-FIPierce.Com

MEMO

JAN - 4 2013

TO: FILE - TIKI RENT

DATE: January 4, 2013

I need to talk with Dean concerning the Tiki rent issue he discussed with a commissioner. This may also need to be verified with Gloria that the Tiki has paid the City all it is required under the lease. Also, need to check if there have been any other coordination issues or compliance matters with the Tiki co-existing at the Marina.

Property Appraiser - St. Lucie County, FL

Page 1 of 1

PROPERTY RECORD CARD

Ft Pierce City Of -Lessor Record: 1 of 1 <<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print
 Property Identification

Site Address: 5 Avenue A ParcelID: 2410-003-0041-040-0
 Sec/Town/Range: 10 :35S :40E Account #: 148044
 Map ID: 24/10N Use Type: REST CAF
 Zoning: C-4 - FF* City/County: Fort Pierce



Ownership and Mailing

Owner: Ft Pierce City Of -Lessor Tiki Bar
 Restaurant FP -Lessor
 Address: PO Box 1480
 Fort Pierce FL 34954-1480

Legal Description

AARON LEE'S MAP OF FORT PILGRCE 10 35 40 COMM AT CIL INT
 OF N 2ND ST AND ORANGE AV RUN N 20 DEG 01 MI
 More...

Sales Information

Date Price Code Deed Book/Page
 1/1/1900 0 /

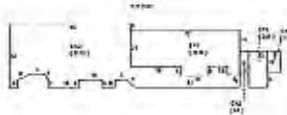
Assessment 2013

2013 Final: 710600
 Assessed: 710600
 Ag Credit: 0
 Exempt: 0
 Taxable: 710600
 Taxes: 18182.44

Total Land and Building

Land Value: 122300 Acres: 0.02
 Building Value: 688300
 Finished Area: 1836 SqFt

BUILDING INFORMATION



Exterior Features

View: - Roof/Cover: SM - Sheet Metal
 ExtType: REST - RESTAURANT YearBlt: 1991
 Grade: Y_D - Commer D EstYrBlt: 1997
 StoryHght: 0010 - 1 Story No.Units:

RoofStruct: GA - Gable
 Frame: -
 PrimeWall: CB - Cedar Bd/Btr
 SecWall: -

Interior Features

BedRooms: 0 Electric: MX - MAXIMUM
 FullBaths: 1 HeatType: -
 1/2Baths: 0 HeatFuel: -
 %A/C: 0 %Heated: 0

Pmnt/Vall: DW - Drywall
 AvgHtft: -
 Pmt Flrs: CG - CONC GRD
 %Sprinkled: 0

Special Features and Yard Items

Type	Y/S	Qty	Units	Qual	Cond	YrBlt	No.	Use Type	Type	Measure	Depth
							1	2100 REST CAF	320 - SqFeetRate	1815	
							2				

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

<http://www.paslc.org/paslc/prc.asp?prclid=241050300410400>

7/18/2014

LEASE AGREEMENT FOR COBB'S LANDING PROPERTY

THIS LEASE AGREEMENT is entered into this 17th day of July, 2017 having an effective date of July 1, 2006, by and between the **FORT PIERCE REDEVELOPMENT AGENCY**, a Dependant Special District of the City of Fort Pierce, Florida, (hereafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **IANCO, LLC**, a Florida Limited Liability Company, (hereafter "TENANT"), whose business address is 302 South 2nd Street, Fort Pierce, Florida 34950.

WITNESSETH:

WHEREAS, the LANDLORD, is the owner of a building and certain improvements located on the western side of the Fort Pierce City Marina, consisting of a free standing two-story structure containing approximately six thousand six hundred and forty three (6,643) square feet of restaurant and semi enclosed tiki bar, said building currently known as Cobb's Landing and formerly known as the Manatiki Restaurant located at 200 North Indian River Drive, Fort Pierce, FL 34950 (the "Demised Premises") which is more fully depicted on Exhibit "A" attached hereto;

WHEREAS, the TENANT was previously selected by the Fort Pierce Redevelopment Agency through a competitive selection process as the interim operator and lessee of the Demised Premises from January 1, 2006 through June 30, 2006; and

WHEREAS, the TENANT operated and improved the restaurant facility for this interim period pursuant to an Interim Lease Agreement dated February 21, 2006 and effective December 15, 2005; and

WHEREAS, in January 2006, the City sought proposals through its Request for Proposal No. 5587 for the lease and operation of the Demised Premises; and

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WHEREAS, the TENANT operated and improved the restaurant facility for this interim period pursuant to an Interim Lease Agreement dated February 21, 2006 and effective December 15, 2005; and

WHEREAS, in January 2006, the City sought proposals through its Request for Proposal No. 5587 for the lease and operation of the Demised Premises; and

WHEREAS, on April 26, 2006, the Fort Pierce Redevelopment Agency authorized staff to enter into a contract with the highest ranked bidder Janco, LLC; and

WHEREAS, as of the date of this Lease, no contract has been executed between the parties; and

WHEREAS, the parties desire to enter into this Lease with an effective date of July 1, 2006.

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

1. **TERM.** The term of this Lease is fifteen (15) years commencing July 1, 2006, to and including June 30, 2021, provided that TENANT shall at all times remain in full compliance with all terms and conditions of this Lease. The fifteen (15) year term consists of an initial ten (10) year term and a mutually agreed to extension of the Lease for five (5) years. TENANT shall have an option to renew this Lease for one (1) additional five (5) year term upon written consent of both parties. TENANT shall furnish LANDLORD with a minimum of one (1) year written notice of its intention to exercise this option prior to the expiration of the fifteen (15) year lease term.

2. **DEMISED PREMISES.** The Demised Premises consists of an approximate six thousand six hundred forty three (6,643) square foot restaurant building currently known as Cobb's Landing and formerly known as the Manatiki Restaurant located at the western side of the Fort Pierce City Marina as depicted on Exhibit "A", attached hereto and incorporated herein by reference. TENANT acknowledges that its use and occupancy of the restaurant facility shall at all times be subject to LANDLORD's joint and concurrent use of the ground area underlying and surrounding the foot print of the restaurant building as LANDLORD may deem necessary.

WHEREAS, on April 26, 2006, the Fort Pierce Redevelopment Agency authorized staff to enter into a contract with the highest ranked bidder Janco, LLC; and

WHEREAS, as of the date of this Lease, no contract has been executed between the parties; and

WHEREAS, the parties desire to enter into this Lease with an effective date of July 1, 2006.

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

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for all uses in connection with the operation of it's the adjacent marina facility, including, but not limited to the sidewalk areas and support structures for bulkheads and seawalls.

3. **LEASE PAYMENTS.** TENANT in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34954, or such other place as LANDLORD may from time to time designate in writing, rent in the amount of seven and one quarter (7.25%) percent of all gross revenues and sales of the business (exclusive of sales tax) or \$6,500.00 per month, whichever is greater.

All percentage or minimum rent specified in this section shall be payable monthly. Within five (5) business days of the closing of any monthly period, TENANT shall furnish to LANDLORD all register tapes from the business together with the rent due herein, plus all applicable Florida state sales tax. At the request of LANDLORD, TENANT shall further furnish audited financials and sales reports. At all times during this Lease, LANDLORD shall also have the right to examine and audit all of the books and records of the business operated by TENANT, including, but not limited to, quarterly tax (federal and state) reporting forms, sales tax reports and receipts, inventory purchase records, and sales receipts pertaining to the operation of said business. The covenant of TENANT to pay rent is separate and distinct from other covenants and TENANT shall have no right of set-off or reduction in the payment of rent for any reason. Payments required hereunder shall be in United States currency or its equivalent.

4. **SALES TAX.** In addition to rent specified herein, and other sums of money provided in and by this Lease to be paid by TENANT, TENANT shall pay in advance the full amount of all sales, use, excise, and rental taxes levied, assessed or payable for or on account on

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this Lease, or the rent payments contemplated by this Lease, or the rents and other sums of money payable under or by virtue of this Lease.

5. **LATE CHARGES.** In the event any base rent payment due hereunder shall not be paid within ten (10) days after the due date, TENANT shall pay LANDLORD a late charge of five (5%) percent of such late payment.

6. **HOURS OF OPERATION.** At all times during this Lease, TENANT shall be required to operate a first-class restaurant facility with minimum hours of operation from 11:00 a.m. to 10:00 p.m., seven (7) days per week unless agreed otherwise in writing by LANDLORD.

TENANT further acknowledges the need for the continuous and regular operation of its restaurant facility, including the duty to exercise best management practices, and the operation of said business as provided for herein shall be a separate covenant under this Lease. TENANT shall have the right to extend business hours at its election.

7. **COMMON AREA.** The term Common Area: shall mean that part of the entire adjacent marina property owned and operated by the City of Fort Pierce located at One Avenue "A", Fort Pierce, Florida 34950 as designated by LANDLORD or the City from time to time for the common use of all occupants of the Fort Pierce City Marina, including, among other facilities, parking area, walkways, landscaping, and loading areas, all of which shall be subject to LANDLORD's and the City's sole management and control. TENANT and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to the use the Common Area as constituted from time to time, such use to be in common with LANDLORD, other tenants and occupants of the property, and all other persons permitted by LANDLORD or the City to use the same and subject to such reasonable rules and regulations governing the use thereof as LANDLORD may from time to time prescribe, including the

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designation of specific areas within the property or in reasonable proximity thereto in which automobiles and vehicles owned or operated by TENANT, its employees, business invitees, and licensees shall travel or be parked. LANDLORD shall operate, maintain and repair the Common Area in such a manner as LANDLORD shall in its sole discretion determine.

8. **INSURANCE.** TENANT shall obtain and keep in force during the term of this Lease a policy of comprehensive general liability insurance in an amount not less than a combined single limit of \$1,000,000.00. TENANT shall also procure and maintain a policy of liquor liability insurance in an amount of \$1,000,000.00. LANDLORD shall furnish a fire insurance policy. TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease Agreement and shall provide a minimum of thirty (30) days notice to LANDLORD prior to cancellation or termination of any insurance policy. LANDLORD, from time to time, may require evidence of such insurance policies and TENANT shall agree to promptly supply these policies. LANDLORD shall have the right to require TENANT to make reasonable increases to the minimum required limits of insurance during the term of this Lease.

9. **USE OF PREMISES.** TENANT will use and occupy the premises solely as a combined restaurant and bar establishment. TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of other tenants and occupants of the property and agrees to conduct its business in compliance with all applicable laws. TENANT further agrees to keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any State or Federal law, regulation, or agency; to make no alterations or additions to the Demised Premises

without the prior written consent of LANDLORD; to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's business in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the Demised Premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not unreasonably disturb other tenants or occupants or constitute a breach of the peace; and to surrender the Demised Premises at the termination of this Lease in as good state and condition as reasonable use and wear will have permitted.

10. **MAINTENANCE AND REPAIR.** TENANT shall at all times maintain its restaurant facility(s), and all appurtenances thereof, in a first-class condition and appearance, in compliance with all local, state or federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement if necessary subject to the provision below regarding structural damage) the foundation, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, heating, air-conditioning (including exterior mechanical equipment), interior electrical equipment serving the Demised Premises, floors and ceilings, and all other parts of the Demised Premises. LANDLORD shall not be responsible to maintain or to make any improvements or repairs of any kind in or upon the Demised Premises. However because of the age of the premises, if any portion of the structure (including the foundation, walls, second floor to extent it cannot bear weight, etc.) is damaged or any other structural defect arises

rendering the premises uninhabitable or impedes TENANT's ability to safely operate the restaurant, TENANT shall immediately in writing notify LANDLORD. LANDLORD may elect to repair or replace the structural defect by giving TENANT written notice within thirty (30) days of TENANT's notice. If LANDLORD elects to replace/repair the structural damage and the repairs require closure of the restaurant, TENANT's rent shall completely abate during the period of closure. In the event completion of the repairs take more than 180 days from the date of the LANDLORD's notice to TENANT that it is electing to repair the structure, TENANT may elect to terminate the lease by giving written notice to LANDLORD within fifteen(15) days after the expiration of the 180 days.

In the event the LANDLORD elects not to repair or replace the structural defect(s), TENANT may elect to make the necessary repairs at its own expense or terminate the Lease. In the event TENANT elects to terminate the lease, it shall give written notice to LANDLORD within ninety (90) days of the expiration of the thirty (30) day LANDLORD election period above in this Paragraph 10. If TENANT elects to replace/repair the structural damage and the repairs require closure of the restaurant, TENANT's rent shall completely abate during the period of closure. If either LANDLORD or TENANT exercises the option to repair the structural damage, the term of this lease shall be extended by the period of time the repairs required closure of the restaurant.

It is anticipated that TENANT may need to replace certain equipment at the restaurant facility which may include the fire system, kitchen equipment, and similar fixtures which will become a part of the Demised Premises.

If any repairs required to be made by TENANT hereunder are not made within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period

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If any repairs required to be made by TENANT hereunder are not made within ten (10) days after written notice delivered to TENANT by LANDLORD (or within such shorter period

as LANDLORD should require in the event of an emergency, with or without notice), LANDLORD may, at its option, make such repairs without liability to TENANT for any loss of damage which may result to its stock or business by reason of such repairs, and TENANT shall pay to LANDLORD immediately upon demand as additional rent hereunder, the costs of such repairs plus ten (10%) percent of the amount thereof (for LANDLORD's service and overhead costs). At all times during the term of this Lease, TENANT shall maintain the Demised Premises and operate its restaurant facility(s) and business in a high grade and tasteful manner in order to enhance the image and appearance of the City's adjacent marina facility.

11. ALTERATIONS. TENANT shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT. LANDLORD shall at all times retain sole control of the exterior appearance of the building and the Demised Premises, including but not limited to approval over exterior colors and color scheme for the building and all of its fixtures and appurtenances, to further include all signage.

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12. **UTILITIES.** TENANT shall contract, in its own name and shall pay the charge before delinquency, for all utility services rendered or furnished to the Demised Premises, including heat, water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities.

13. **TITLE TO IMPROVEMENTS.** Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

14. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any uninsured casualty or; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the Lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty. Except as otherwise provided herein, in the event the Demised Premises should be damaged by fire or other casualty insurable under standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the Demised Premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the Demised Premises to substantially return to the condition in which same existed prior to the

casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. In the event LANDLORD should elect to restore the Demised Premises and TENANT should be deprived of the occupancy and use of a portion of the Demised Premises, rent shall be equitably apportioned according to the area of the Demised Premises which is unusable by TENANT, until such time as LANDLORD shall have completed its restoration as provided herein. In the event of total destruction, TENANT's rent shall completely abate from the date of such destruction. In the event any portion of the business property should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of a business on the Demised Premises, LANDLORD may cancel this Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void.

15. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the leased premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes or plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of other tenants, occupants or of any other person, whether such damage be caused by or result from any other thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly

different nature. TENANT agrees to indemnify and save harmless LANDLORD from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the negligent occupancy or use of the Demised Premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the Demised Premises as a result of TENANT's negligence, including LANDLORD's attorney's fees and costs, both at the trial and appellate levels.

16. **EMINENT DOMAIN.** If the Demised Premises or any part thereof should be permanently taken, condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not the Lease shall be terminated, the entire compensation award therefore, both leasehold and reversion, shall be the property of LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns to LANDLORD all its right, title and interest to any such award. TENANT shall execute all documents required to evidence such result. TENANT shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for fixtures and other equipment installed by it, but only if or to the extent such award shall be in addition to the award for the land and the building and other improvements (or portions thereof) containing the Demised Premises.

If the entire Demised Premises should be taken, condemned, or transferred as aforesaid, the Lease shall terminate as of the time possession thereof is required for public sale. If a portion of the Demised Premises should be taken, condemned or transferred as aforesaid, LANDLORD may elect to terminate the Lease or, at its own expense, to repair and restore the portion not

affected by the said taking, in which latter event the minimum rent shall be reduced in proportion to the area taken, effective at the time possession is required for public use.

In the event any portion of the Common Area should be taken to such extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the business, LANDLORD may cancel the Lease by giving written notice to TENANT, and the Lease shall terminate and become null and void ninety (90) days after said notice.

17. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD, which consent LANDLORD may not unreasonably withhold. For purposes of this provision, the sale, transfer, or assignment by any shareholder of TENANT of its shares, or the sale of shares by TENANT to any individual, firm, or entity which results in the transfer of more than forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less than a majority of the control of the corporation, shall also be considered a transfer of this Lease which shall require LANDLORD's prior written consent. Although TENANT may have the right to mortgage its interest in this Lease, all rights acquired under the leasehold mortgage shall be subject to all of the terms of this Lease. There shall be no subordination of this Lease and the LANDLORD shall otherwise be protected in any financing arrangement. TENANT agrees that any leasehold mortgage it may execute in obtaining financing for the construction and development of the restaurant facility shall contain language incorporating the foregoing provision. Consent by

LANDLORD to one or more assignments or sublettings shall not operate as a waiver of LANDLORD's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, TENANT and any guarantor of TENANT's obligations under the Lease shall at all times remain fully responsible and liable for compliance with all of the obligations of TENANT, including the payment of rent.

In the event of the transfer and assignment by LANDLORD of its interest in the Lease and in the building containing the Demised Premises, LANDLORD shall thereby be released from any further obligations and TENANT agrees to look solely to such successor in interest for performance of such obligations. Such transfer and assignment, however, shall not affect the validity of this Lease, and TENANT shall continue in possession of the premises subject to all terms and conditions provided in the Lease.

18. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

- (a) The vacating or abandonment of the Demised Premises by TENANT;
- (b) The failure by TENANT to make payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from LANDLORD to TENANT;
- (c) The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT, other than described in Paragraphs (a) and (b) above, where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure,

TENANT shall not be deemed to be in default if TENANT commences such cure within said ten day period and thereafter diligently pursues such cure to completion.

(d) If TENANT or any guarantor should commence, in any court pursuant to any statute either of the United States or of any state, an insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against TENANT or any said guarantor and either an order of relief is entered against such party or such party fails to secure a discharge of the proceeding within thirty (30) days of the filing thereof, or if TENANT or any said guarantor becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of TENANT's or any said guarantor's property whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian.

(e) The discovery by LANDLORD that any financial statement given to LANDLORD by TENANT, any assignee of TENANT, any subtenant of TENANT, any successor in interest of TENANT or any guarantor of TENANT's obligations, and any of them, is materially false.

In the event of any default or breach by TENANT, LANDLORD may at any time thereafter, without notice or demand and without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(b) Terminate TENANT's right to possession of the Demised Premises by any lawful means and retake possession thereof for the account of LANDLORD, in which event TENANT shall immediately surrender possession of the Demised Premises to LANDLORD and all further liability under the Lease on the part of the TENANT and LANDLORD shall terminate.

(c) Maintain TENANT's right to possession, in which event the Lease shall continue in effect whether or not LANDLORD shall have abandoned the Demised Premises. In such event, LANDLORD shall be entitled to relet the Demised Premises and to enforce all of LANDLORD's rights and remedies under the Lease, including the right to recover its rent as it becomes due.

(d) Pursue any other remedy now or hereafter available to LANDLORD under the laws and judicial decisions of the State of Florida. In the event of a proceeding involving TENANT under the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, if the Lease is assumed by TENANT's trustee in bankruptcy (after he has cured all existing defaults, compensated LANDLORD for any loss resulting therefrom and provided adequate assurance of future performance), then the lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to LANDLORD an agreement in recordable form whereby such party assumes and agrees with LANDLORD to discharge all obligations of TENANT under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by TENANT and any guarantor hereof as of the time of execution of the Lease, and (3) grants to LANDLORD, to secure the performance of such party's obligations under the Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in

the Demised Premises, and in connection therewith, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be prepared by LANDLORD) as are necessary to perfect such lien.

If the LANDLORD should exercise any of its remedies hereunder, TENANT shall be liable for and shall pay to LANDLORD the costs of removing and storing TENANT's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Demised Premises into condition acceptable to a new tenant or tenants; real estate commissions actually paid; that portion of the leasing commission paid by LANDLORD applicable to the unexpired term of the Lease, if applicable; and all reasonable expenses incurred by LANDLORD, including attorney's fees.

If the Lease should be terminated, or the Lease term should expire, LANDLORD shall have the immediate right thereafter to re-enter the Demised Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of TENANT. In such event, LANDLORD shall not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

The rights and remedies granted herein to LANDLORD are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude LANDLORD's right to exercise any or all of the others. All charges payable by TENANT under the terms of the Lease shall be deemed rent for the purpose of LANDLORD exercising its remedies.

No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance of any other occasion of the same or of

any other covenant or condition hereof, nor shall the acceptance of rent by LANDLORD at any time when TENANT is in default under any covenant or condition hereof be construed as a waiver of such default or of LANDLORD's right to terminate the Lease on account of such default, nor shall any waiver or indulgence granted by LANDLORD to TENANT be taken as an estoppel against LANDLORD, it being expressly understood that if any time TENANT should be in default in any of its covenants or conditions hereunder, an acceptance by LANDLORD of rent during the continuance of such default or the failure on the part of LANDLORD promptly to avail itself of such other rights or remedies as LANDLORD may have shall not be construed as a waiver of such default, but LANDLORD may at any time thereafter, if such default continues, terminate the Lease on account of such default.

LANDLORD shall not be in default unless LANDLORD fails to perform obligations required of LANDLORD within a reasonable time, but in no event later than thirty (30) days after written notice by TENANT to LANDLORD and to the holder of any first mortgage covering the Demised Premises whose name and address shall have theretofore been furnished to TENANT in writing, specifying wherein LANDLORD has failed to perform such obligations; provided, however, that if the nature of LANDLORD's obligation is such that more than thirty (30) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion.

TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent and other sums due hereunder will cause LANDLORD to incur costs not contemplated by the Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on

LANDLORD by the terms of any mortgage covering the Demised Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD's designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs LANDLORD will incur by reason of late payment of TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT's default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

19. **LANDLORD SECURITY.** To secure the payment of all rent and other sums of money due and to become due and the faithful performance of the Lease by TENANT, TENANT hereby grants to LANDLORD an express first and prior lien and security interest on all property (including fixtures, equipment, chattels and merchandise) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to TENANT by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of LANDLORD until all arrearages in rent and other sums of money then due to LANDLORD hereunder shall first have been paid. This lien and security interest is given in addition to the LANDLORD's statutory lien and shall be cumulative thereto. Consequently with the execution of the Lease (or later if requested by LANDLORD at its discretion), TENANT shall execute and deliver to LANDLORD Uniform Commercial Code financing statements in sufficient form so that when properly filed, the security interest hereby given shall be perfected. The lien and security interest created hereby shall be terminated when

all of the rent and other sums of money becoming due during the Lease term shall have been paid in full.

20. **SUBORDINATION AND ATTORNMENT.** The Lease, at LANDLORD's option, shall be subordinate to any ground lease, mortgage or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee or ground lessor should elect to have the Lease prior to the lien of its mortgage or ground lease, and should give written notice thereof to TENANT, the Lease shall be deemed prior to such mortgage or ground lease, whether the Lease is dated prior or subsequent to the date of said mortgage or ground lease.

TENANT agrees to execute any documents required to effectuate such subordination or to make the Lease prior to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint LANDLORD as TENANT's attorney in fact and in TENANT's name, place and stead, to do so.

Upon request of LANDLORD, TENANT shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by LANDLORD covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as LANDLORD under the Lease.

21. **TENANT ESTOPPEL CERTIFICATE.** TENANT shall at any time upon not less than ten (10) days prior written notice from LANDLORD execute, acknowledge and deliver to LANDLORD a statement in writing: (1) certifying that the Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the

Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (2) acknowledging that there are not, to TENANT's knowledge, any uncured defaults on the part of LANDLORD, or specifying such defaults if any are claimed; and (3) otherwise be in a form reasonably acceptable to LANDLORD. Any such statements may be conclusively relied upon by any prospective purchaser or existing or prospective encumbrancer of the Demised Premises.

If LANDLORD desires to finance, refinance, or sell the Demised Premises, or any part thereof, TENANT hereby agrees to deliver to any lender or purchaser designed by LANDLORD such financial statements of TENANT as may be reasonably required by such lender or purchaser. All such financial statements shall be received by LANDLORD and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

22. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attention: City Manager, P. O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney, P. O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: IANCO, LLC, Attention: Colin V. Lloyd, 302 South 2nd Street, Fort Pierce, Florida 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

23. **ACCESS TO PROPERTY.** During the term of this Lease, and any renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of

LANDLORD access to the leased property and licensed area at all reasonable times deemed necessary for the purpose of this Lease, including inspection of all work being performed in connection with the construction of improvements thereon, the management and operation of the restaurant facility, and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

24. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease:

(a) TENANT shall not record the lease without LANDLORD's prior written consent, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

(b) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

(c) The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

(d) Time is of the essence.

(e) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

(f) Whenever a period of time is prescribed for action to be taken by LANDLORD, LANDLORD shall not be liable or responsible for and there shall be excluded

from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of LANDLORD.

(g) Upon TENANT paying the rent reserved hereunder and observing and performing all the covenants, conditions and provisions on TENANT's part to be observed and performed hereunder, TENANT shall have quiet possession of the Demised Premises, for the entire Lease term, subject to all the provisions of the Lease.

(h) Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

(i) Subject to the provisions hereof restricting assignment or subletting by TENANT and regarding LANDLORD's liability, this Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

(j) The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

(k) The Effective Date of the Lease shall be July 1, 2006.

(l) All terms, covenants, and conditions herein contained, to be performed by TENANT, shall be performed at its sole cost and expense, and if LANDLORD shall pay any

sum of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of TENANT to perform such term, covenant, or condition, the sum of money so paid by LANDLORD shall be deemed additional rent and shall be payable by TENANT with the next succeeding installment of rent together with such interest as may have accrued thereon.

(m) Any amount due to LANDLORD not paid when due shall bear interest at the maximum rate allowable by law accruing from the due date. Payment of such interest shall not excuse or cure any default by TENANT under the Lease.

(n) Notwithstanding anything to the contrary provided in the Lease, it is specifically understood and agreed by LANDLORD and TENANT that there shall be absolutely no personal liability on the part of LANDLORD, or its successors, or any partners or corporate shareholders of LANDLORD, or its successors, with respect to any of the terms, conditions and covenants of the Lease, and that TENANT shall look solely to the interest of LANDLORD in the business for the satisfaction of each and every remedy of TENANT in the event of any breach by LANDLORD of any terms, conditions and covenants of the Lease to be observed or performed by LANDLORD.

25. **JOINT VENTURE.** It is specifically understood and agreed that nothing in this Lease shall be construed as creating a joint venture, partnership, or other relationship between the parties to the agreement other than LANDLORD and TENANT.

26. **ATTORNEY'S FEES AND COSTS.** The prevailing party shall be entitled to an award of all costs, charges, and expenses, including the fees of counsel, agents, and others retained by such party and incurred in enforcing either party's obligations hereunder or in any litigation or appellate proceedings.

27. **PAYMENT.** No payment by TENANT or receipt of payment by LANDLORD of an amount less than the full amount then due LANDLORD under this Lease shall be construed as anything other than a partial payment of the sum then due and owing. No endorsement or statement on any check or letter or any form of payment or accompanying documents shall be deemed to be an accord and satisfaction or other form of settlement, and LANDLORD may accept any such payment without prejudice to its rights to recover the balance of any sums due and owing under this Lease or to pursue any other remedy permitted under this Lease or Florida law.

28. **RADON GAS.** Pursuant to Fla. Stat. Sec. 404.056(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

29. **LANDLORD'S FURNITURE AND EQUIPMENT.** TENANT acknowledges that certain items of furniture or equipment belong to LANDLORD that are currently located on the premises. Such furniture or equipment shall remain with the Demised Premises when vacated.

30. **INSPECTION.** LANDLORD or its agents shall have the right to enter the Demised Premises at all reasonable hours for the purpose of inspecting or for any other purpose not inconsistent with the terms and provisions of this Lease.

31. **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof

shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

32. **TIME.** Time is of the essence of this Lease and every term and provision of this Lease.

33. **ENTIRE AGREEMENT.** This Lease contains the entire and sole agreement between the parties hereto relative to the rental of the leased premises and it may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this Lease. No surrender of the lease premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing. This agreement shall be interpreted and enforced under the laws of the State of Florida. It is agreed and understood that this agreement has been negotiated and drafted jointly and is not to be construed against any party.

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

WITNESS AS TO LANDLORD:

ATTEST:

By: Linda Cox
Linda Cox, City Clerk

LANDLORD:

FORT PIERCE REDEVELOPMENT
AGENCY FLORIDA

By: Linda Hudson
Linda Hudson, Chairman

Date: 7/17/17

APPROVE AS TO FORM
AND CORRECTNESS:

By: James M. Messer
James M. Messer
City Attorney

WITNESSES AS TO TENANT:

[Signature]
[Signature]

TENANT:

IANCO, LLC

By: [Signature]

Date: 7/12/17

WITNESSES AS TO GUARANTOR:

[Signature]
[Signature]

GUARANTOR:

[Signature]
7/12/17 [Signature]

GUARANTEE

THE UNDERSIGNED, as Guarantor, guarantees all of the obligations of the **TENANT** under that certain Lease dated the _____ day of _____ having an effective date of July 1, 2006, between **FORT PIERCE REDEVELOPMENT AGENCY, FLORIDA**, a Florida municipal corporation, as **LANDLORD**, and **IANCO, LLC**, a Florida Limited Liability Company, as **TENANT**, for the Demised Premises identified therein and located at 200 North Indian River Drive, Fort Pierce, FL 34950, adjacent to the City Marina of the City of Fort Pierce, Florida.

The undersigned, jointly and severally, further confirm and acknowledge the following:

1. The liability of the undersigned is absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Lease; (ii) the existence of any property given as security for, or other guarantee of the Lease; or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the **TENANT** in respect of the Lease or the undersigned in respect of this Guarantee.
2. The undersigned has a monetary interest (direct or indirect) in **TENANT**, and/or in the conduct of the business to the Demised Premises.
3. The undersigned has executed this Guarantee to induce **LANDLORD** to lease the Demised Premises to **TENANT**.
4. With regard to obligations of **TENANT** to pay money, this Guarantee imposes on the undersigned a guarantee of payment and not of collection.
5. **LANDLORD** has the right to take action against one or more of the undersigned guarantors, if more than one, without affecting the obligations of any other of the undersigned guarantors not being proceeded against.

WITNESS our hands and seals this 12th day of July, 2017.

WITNESSES:

[Signature]

[Signature]

GUARANTOR:

By: [Signature]
Colin V. Lloyd

By: [Signature]
Ian Lloyd

WITNESS our hands and seals this 12th day of July, 2017.

WITNESSES:

GUARANTOR:

[Signature]

By: [Signature]
Colin V. Lloyd

[Signature]

By: [Signature]
Ian I. Lloyd

Section 3 – Scope of Work

The goals and objectives of the Tiki Bar & Restaurant of Ft. Pierce, Inc. are to operate a marina waterfront restaurant that will accomplish the following:

- Provide a destination restaurant with a distinctive menu that will draw people to the City of Fort Pierce downtown for a memorable experience;
- Maximize attendance through featured menu items, service, ambiance, and special events marketing
- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting destination;
- Implement quality marketing and advertising campaigns;
- Work in unison with the City Marina during the normal course of business to ensure an optimum experience.

We are proposing a complete renovation of the current facility located at 2 Avenue A with a new kitchen, restaurant, outdoor firepit and sand lounge, indoor bar, along with new furniture and fixtures. In addition, our goal is to **limit revenue losses** during the construction and build-out of the new facility by phasing the construction so that the restaurant will remain open throughout the process. We intend to complete most of the construction during the off-peak season of the summer months.

For the capital budget, we have based our estimates on a construction budget of \$195-\$225 per square foot. This assumes that all existing base building systems are in acceptable condition. The proposed project will require a total investment of approximately \$1,500,000 to redesign, build out and to continue our operations.

The two owner/operating partners Colin V Lloyd and Ian T Lloyd will together hold 100% ownership of Tiki Bar & Restaurant of Fort Pierce Inc. It is important to note that all project cost and performance assumptions stated or implied are not guarantees.

3a. Period of Lease, Renewal Options, Proposed Rental Rate

Lease term requested - twenty years with two 5-year renewal options if mutually agreeable, however this is negotiable.

Proposed Rental Rate – we propose 10% of gross income on the first million dollars of sales and 4% of gross sales for the amount greater than the first million dollars, however this is negotiable.

3b. Description of Concept Planned for Restaurant Operations

Project Description:

We are proud to present the City of Fort Pierce with a completely new Original Tiki Bar & Restaurant. The entire restaurant will be re-built with state-of-the-art kitchen equipment and a structure that is both welcoming and weather sturdy. In keeping with the laid-back atmosphere and to connect people with the beautiful Fort Pierce water front, we propose to construct a new restaurant that



seats 250 guests. Continuing with an open-air concept, dining and bar patrons will overlook the Indian River Lagoon and Fort Pierce City Marina. The kitchen and restrooms will be air-conditioned space. Open, vaulted ceilings and exposed wood trusses enhance the island-

style, laid-back theme. We will use rich deep brown colored wood to also include dark brown louvers and fabric awnings. The general dining and bar area will be under roof with exposure from east and west side to maximize the water views and the salty breezes.

There will be three unique transitions through-out the Original Tiki Bar & Restaurant. When guests first enter, they are greeted with The Sand Lounge, surrounded by elevated deck seating and a fire



pit. The Sand Lounge will create a unique resort feel to the entry of the Original Tiki Bar & Restaurant. This area will have comfortable lounge group seating and natural gas fire pits.

****Photos are just for imaging purposes**

To enhance the comfort of our guests at the Sand Lounge, we will add palm trees and fabric sails for shading.



** Photos are for imaging only

Next, guests will encounter an Entry Tower where patrons can climb up to get a bird's eye view of the waterfront. The Entry tower with crossing palms leads to open deck seating. From there, guests enter the open deck to the main bar and stage area and then will continue into two main dining rooms. The main bar will be centrally located next to the stage and general seating. The stage will be located on the east side next to the Sand Lounge along the boardwalk.



** Photos are for imaging only

We will also add seating along the boardwalk water's edge. Dark wood railing with stainless steel cables will provide a modern, rich feel.



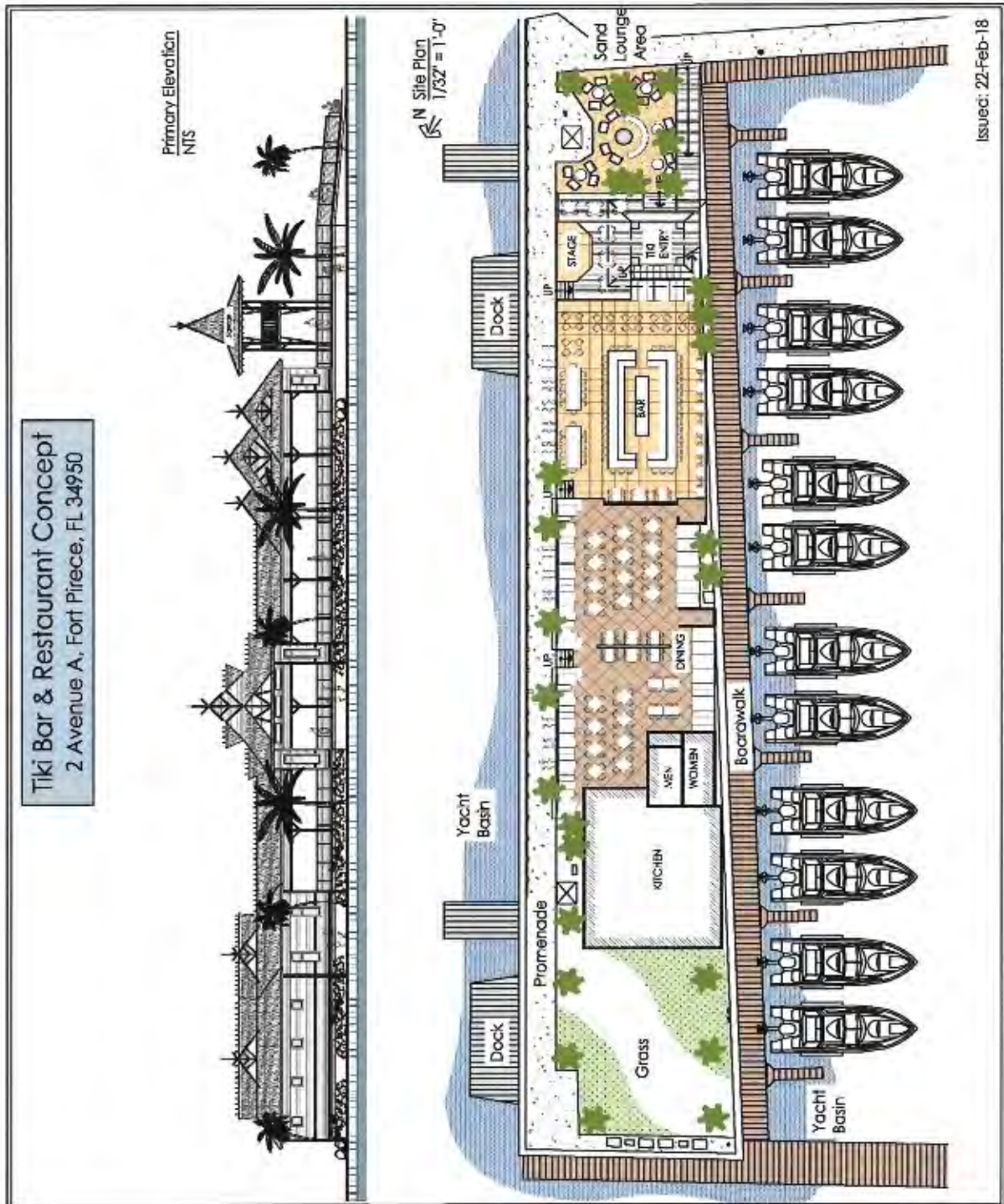
** Photos are for imaging only

The kitchen, storage and restrooms will be in the rear (north side) of the restaurant. All deliveries and utilities will be located on the south side of the building.



3c. Conceptual Plans

Conceptual plans are provided in this section below.



3d. Project Timeline

Our estimated timeline is structured so that the current restaurant can remain operational during construction. Most of the construction will occur during the off-peak season in the summer months. This timeline is estimated and negotiable.

Task A

Spring 2018: Finalize agreement with City

Task B

Fall 2018: Construction documents completed for phase 1

Task C

Spring 2019: permitting

Task D

Summer 2019: Construction Phase 1 which includes new kitchen. Goal to be ready for season and also keeping Tiki operational while construction is on-going.

Task E

Spring 2020: permitting dining and restrooms

Task F

Summer 2020: Construction of dining and restrooms. Goal to be ready for season and also keeping Tiki operational while construction is on-going.

3e. Daily Operation Times

Under our current operations we are open 363 days a year, Closed Thanksgiving and Christmas Day. Open 7 days a week 11am-10PM Sunday-Thursday and 11am -11pm Friday and Saturday. We plan to keep the same hours as mentioned above for the new restaurant, storage and restrooms will be in the rear (north side) of the restaurant. All deliveries and utilities will be located on the south side of the building.

3f. Sample Menus & Pricing, Hours & Alcoholic Beverages

Our menu will be available all days and all hours that we are open. We will continue to hold our alcoholic beverage license. Our menu pricing is structured to be competitive to the other like restaurants in the area. In the future our appetizers and desserts will range in price from \$7-\$15 and our entrée's will be priced from \$12-\$32. We will keep our current discount programs in place for our Downtown business and other local workers to receive a 15% discount when they dine at our restaurant. New menus are located in our comprehensive business plan located below in Section 3i.

3g. Entertainment

We propose to continue to provide live entertainment to our guests as we have done over the last 20 years while in operation at this location. Below is a **sample** of the bands we employ. We try to hire and promote local bands for our normal restaurant entertainment, but we like to broaden our range and selection of entertainment to keep guests engaged and continuing to repeat their visits to the restaurant and Historic Downtown Fort Pierce.

Sample Live Entertainment

Ben Mejia
Johnny McCully
Uproot Hootenanny
Ben Prestage
Ben Lewis
Live Bait
Between Waters
David Goodman
Big Coque
Wonderama
LUVU band
Moska Project
Tom Jackson Band
Dave and The Wave
Felix Moss & The Easy People band
Ballyhoo
The Movement
Ripe the band

In addition to live music held at the restaurant, we plan to continue to host, coordinate and provide sponsor funding for the Hooked on Music Festival now in its 10th year under our stewardship along with live music and bands at the Fourth of July Celebration and our Halloween Bash.

3h. Ability to Meet Set Standards

The Tiki Bar & Restaurant of Ft. Pierce, Inc. is licensed by several agencies in the state of Florida that are required by law to operate a restaurant.

The Department of Business and Professional Regulation is the agency charged with licensing and regulating businesses and professionals in the State of Florida. Our mission is to license efficiently, regulate fairly, and we strive to meet this goal in our day-to-day operation. The Department is under the executive branch of the Governor and is governed by Chapter 120, F.S. The Department is structured according to the requirements of Section 20.165, F.S.

We currently hold 2 licenses issued by this agency - a seating license which allows us to seat and sell food in the state of Florida License # SEA660183 and a Beer, Wine and Liquor Consumption on premise License # BEV660274. Copies of licenses are provided in Section 2. In addition, we hold all local licenses required by our local governments.

All our managers are certified by the State with "A Manager Food Handlers" card by Serve Safe, a subsidiary of the National Restaurant Association. In addition, we require all hourly employees to be certified to handle and serve food.

3i. Business Plan

In addition to items in Sections 1 – 4 of this proposal, our complete and comprehensive Business Plan which is located in Section 5f below describes in detail all items requested in the RFP Scope of Work on page 33 of the RFP proposal.

Section 1 & 2 of this proposal provides resumes, proof of insurance and licenses, resumes of the management team, names and addresses of and telephone numbers of the proposer/lessee.

Section 4 – Equipment Overview

4a. New State-of- Art Kitchen Equipment

Below is a list of the new kitchen equipment that we will install.

NATURAL GAS

24" SALAMANDER BROILER

24" POWER STEAM COOKER 24X 30 X 20

24" CHEESE MELTER

40" GAS CONVECTION OVEN 40 X 41 X 56

46" ALTO SHAM 45x 34 x 45

4 EACH 16" GAS FRYERS 15 x 30 x 40

2 EACH 18" STOCK POT RANGE 18 X 24 X 21

2 EACH 36 "GAS RANGE 6 BURNER 36 X36 X 40

26" GRIDDLE 36 X 33 X 15

46" CHARBROILER 46 X 33 X 15

22" HOT BOX 22 X 76 X 32

5 EACH 60" MEGA TOP SANDWICH COOLER 60X 36 X 45

47" STEAM TABLE 3 COMP 47 X 30 X 34

3 EACH 52" STAND UP REACH IN COOLER 52 X 33 X 84

4b. New Furniture Fixtures and Equipment

Below is a list/photos of furniture and equipment with pricing. This is a rough estimate of some of the items we will need.

[Login](#) [Register](#)

<http://www.galawebstore.com/35148GMRBNL>

[Fast & Free Shipping!](#) [Learn More](#)

Cooking Performance Group 48GMRBNL 48" Gas Countertop Griddle with Manual Controls and 2 Drawer Refrigerated Chef Base - 120,000 BTU

Item #: 35148GMRBNL MFR #: 48GMRBNL

Only
\$2,689.00/Each



- ✓ 4 independently controlled 30,000 BTU burners
- ✓ Continuous pilot for instant ignition; field convertible to liquid propane

New

Shipping:

Ships via Common Carrier
Usually Ships in 1 Business Day
[When will I receive my item?](#)

[Login](#) [Register](#)<http://www.gatawebstore.com/369GF14N>[plus](#) Fast & Free Shipping! [Learn More](#) +

Frymaster GF14 Natural Gas Floor Fryer 40 lb.

★★★★★ [Read 4 reviews](#) Item #: 369GF14N MFR #: GF14 NAT**\$1,852.95/Each**[Shop free with](#)**Login or enter your email to be instantly sent the price!**One of our friendly Customer Service reps will be happy to give you the price for this item! [Start a Live Chat](#)

Mon-Thurs: 24 Hours, Fri 12AM-8PM EST

Sat & Sun: 9AM-4PM EST



- ✓ Open pot design for easy cleaning
- ✓ Two 6"W x 12 5/8"D x 5 1/2"H baskets
- ✓ 100,000 BTU
- ✓ Snap action thermostat
- ✓ (4) 5" casters
- ✓ Natural Gas

New

Shipping:

Usually Ships in 1 Business Day

[When will I receive my item?](#)

[Login](#) [Register](#)<http://www.gotowebsite.com/177HPI1836>[Fast & Free Shipping!](#) [Learn More](#)

Avantco HPI-1836 Full Size Insulated Heated Holding / Proofing Cabinet with Clear Door - 120V

★★★★ [Read 3 reviews](#) Item #: 177HPI1836

Only

\$1,289.00/Each

- ✓ Full size insulated design holds up to 36 full size sheet pans; 1 1/2" of clearance between slides
- ✓ Heat mode with 9 adjustable settings up to 185 degrees Fahrenheit
- ✓ Proof mode adjusts humidity between 30% and 100% up to 115 degrees Fahrenheit

Shipping:

Ships via Common Carrier
Usually Ships In 1 Business Day
[When will I receive my item?](#)

Best

New

 Login  Register

<http://www.gotowebstore.com/185RB491HC>

 Fast & Free Shipping! [Learn More](#) ▶

Beverage Air RB49HC-1S 52" Vista Series Two Section Solid Door Reach in Refrigerator - 49 Cu. Ft.

★★★★★ [Read 1 reviews](#) Item #: 185RB491HC MFR #: RB49HC-1S

**Login or enter your email to be instantly
sent the price!**

 [Why do we do this?](#)

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One of our friendly Customer Service reps will be happy to give
you the price for this item! [Start a Live Chat](#)
Mon-Thur 24 Hours, Fri 12AM-8PM EST
Sat & Sun: 9AM-4PM EST.



[Login](#) [Register](#)<http://www.gotowebstore.com/1855PE6024MH>[Fast & Free Shipping!](#) [Learn More](#)

Beverage-Air SPE60HC-24M 60" 2 Door Mega Top Refrigerated Sandwich Prep Table

Item #: 1855PE6024MH MFR #: SPE60HC-24M

**Login or enter your email to be instantly
sent the price!**

[Why do we do this?](#)[Ships free with](#)

One of our friendly Customer Service reps will be happy to give
you the price for this item! [Start a Live Chat](#)
Mon-Thur 24 Hours, Fri 12AM-8PM EST
Sat & Sun: 9AM-4PM EST



✓ Top holds (24) 1/6 size, 4" deep food pans
(included)

New

Customer Service Open!
24 Hours Today

See How Fast for
Faster Shipping!

[Login](#) [Register](#)

<http://www.grillwarehouse.com/2730366R/>

[Fast & Free Shipping!](#)
[Learn More >](#)

Garland G36-6R Natural Gas 6 Burner 36" Range with Standard Oven - 236,000 BTU

★★★★ [Read 3 reviews](#) Item # 3326366R MFR # G36-6R NAT

\$2,844.00/Each

[Store Inventory](#)

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Chat

Mon-Thurs 24 Hours, Fri 12AM-6PM PST

Sat & Sun 9AM-4PM PST



Demolish 18" x 24" Deluxe SpeedFast™ 48" Gas Controller, 3/4 inch
plus \$123.99 each



Demolish 48" x 24" x 24" Oven Rack
plus \$126.00 each



Stem Centers for Nubae X24, X36, X60 and Garland (U.S.)
plus \$143.99 each

- ✓ (6) 33,000 BTU Starfire Pro burners
- ✓ 38,000 BTU standard oven (0-500 degrees Fahrenheit)
- ✓ Sturdy, keep-cool oven door handle
- ✓ 6" adjustable stainless steel legs
- ✓ Durable stainless steel construction
- ✓ Stainless steel backguard with removable shelf
- ✓ Fully porcelainized oven interior
- ✓ Natural gas

New

Shipping:

Usually Ships in 1

Business Day

When will I receive my item?

Condition:

GARLAND / LX RANGE G36-6R NAT SPECS

Width	36 1/2 inches
Depth	38 3/8 inches
Height	57 inches
Oven Interior Width	26 5/8 inches
Oven Interior Depth	26 inches
Oven Interior Height	13 inches
Burner BTU	33,000
Burner Style	Grates
Control Type	Manual
Gas Inlet Size	3/4 inches
Installation Type	Freestanding



Visually similar
results



Vulcan Co
der Broile



Anna 57.1



Privacy

Customer Service Open
24 hours Today

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<http://www.gatewaystore.com/1955SHO100INK>

[Fast & Free Shipping/Learn More](#)

Blodgett SHO-100-G Natural Gas Single Deck Full Size Convection Oven - 50,000 BTU

Item # 1955SHO100INK MFR # SHD000GSLNAT

\$3,095.00/Each

[Shop Now](#)

Login or enter your email to be instantly sent the price!

One of our friendly Customer Service reps will be happy to give you the price for this

item! [Start a Live Chat](#)

Mon-Friar 24 Hours, Fri 12AM-8PM EST

Sat & Sun 9AM-4PM EST



New

- ✓ Durable full angle iron frame with 25" adjustable stainless steel legs
- ✓ 5 chrome-plated racks that can hold (5) 18" x 26" full size baking pans
- ✓ Dual Flow Gas system combines direct and indirect heat
- ✓ 14 gauge double-sided porcelainized baking compartment liner for easy clean up
- ✓ Temperature range from 200 - 500 degrees Fahrenheit
- ✓ 50,000 BTU; removable dual tube burners; 1/2 hp blower motor with thermal overload protection
- ✓ 115V

Shipping:

Usually Ships in 1 Business Day

[When will I receive my item?](#)

Section 5 – Supplemental Data & Documents

5a. Signed Certification of Local Vendor Preference

CERTIFICATION STATEMENT LOCAL VENDOR PREFERENCE

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie County; and
- 2) That my company holds any business or contractor license required by St. Lucie County and/or can document payment of business license taxes in St. Lucie County;
- 3) That my company is principal offeror who is single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of a business or contractor license and/or business tax receipt for St. Lucie County, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

Company Name: Tiki Bar & Restaurant of Ft. Pierce Inc.
 Address: 2 Ave A Ft. Pierce FL 34950
 Business or Contractor License Number: 18-00009285
 Phone Number: 772-464-0880 Fax Number: 772-464-9858
 Owner's Name: Jan T Lloyd
 Signature: [Signature]

Sworn to before me this 20 day of February, 2018
 Notary Public for the State of Florida
 My Commission Expires July 11, 2021

Notary Public Signature: [Signature]
 Printed Name: Donna Overstrom Burke



FOR PURCHASING OFFICE ONLY - DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: _____ Date: _____
 (Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or contractor license must be submitted with your bonafide bid/RFP package.

5b. Reference Check Forms

REFERENCE CHECK FORM

Bid No: 2018-010 Title: Waterfront Restaurant and Bar at City Marina

Bidder/Respondent Name: Tiki Bar & Restaurant of Fort Pierce Inc.

Reference Company Name: Cheney Brothers

Telephone Number: 561.845.4700 ext 1131

Fax Number: 561.684.7979

Contact Name: John Reisi

Email: johnr@cheneybrothers.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work:

Dependability:

Integrity of owner and employees:

What areas could he/she improve upon?

Would you contract with this Contractor again? Yes No Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

Add any information/comments that might help us evaluate their ability to perform for us?

REFERENCE CHECK FORM

Bid No: 2018-010

Title: Waterfront Restaurant and Bar at City Marina

Bidder/Respondent Name: Tiki Bar & Restaurant of Fort Pierce Inc.

Reference Company Name: Cod & Capers

Telephone Number: 561.622.0963

Contact Name: Stephen O'land

Fax Number: 561.622.1016

Email: steve@codcapers.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work:

Dependability:

Integrity of owner and employees:

What areas could he/she improve upon?

Would you contract with this Contractor again? Yes No Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

Add any information/comments that might help us evaluate their ability to perform for us?

REFERENCE CHECK FORM

Bid No: 2018-010 Title: Waterfront Restaurant and Bar at City Marina

Bidder/Respondent Name: Tiki Bar & Restaurant of Fort Pierce Inc.
 Reference Company Name: Robert Erneston Produce
 Telephone Number: 772.288.6345 Fax Number: 772.221.8380
 Contact Name: Brent Gibson Email: bgibson@ernestonproduce.com

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work:

Dependability:

Integrity of owner and employees:

What areas could he/she improve upon?

Would you contract with this Contractor again? Yes No Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

Add any information/comments that might help us evaluate their ability to perform for us?

5c. W-9

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tiki Bar & Restaurant of Ft. Pierce Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note. For a single member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (provide apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applicable to recipients mentioned on page 1 of the U.S.)

5 Address (number, street, and apt. or suite no.)
2 Ave. A

6 City, state, and ZIP code
Fort Pierce FL 34950

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
____ - ____ - _____

OR
Employer identification number
65 - 0854257

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 this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Ian T Lloyd Date ▶ January 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (from W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income; and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

5d. Signed Drug Free Workplace Form

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

TIKI BAR & RESTAURANT OF FT. PIERCE, INC. 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 employees 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.



 02/15/18

 Date

5e. Signed Addendums

January 25, 2018

CITY OF FORT PIERCE
WATERFRONT RESTAURANT & BAR AT CITY MARINA

RFP NO. 2018-010**ADDENDUM NO. 1**

The purpose of this addendum is to provide a revised **Revenue History file**. The original file included RFP documents only include one year (2014). Please see attached years 2013 through 2017.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____

Signature: _____

Company Name: _____

Address: _____

Date: _____

/gc

Please provide copies of Bank and Profit and Loss statements of the prospective lessee indicating sufficient resources available for successful promotion, management and operation of the restaurant facility for at least two (2) years in a sealed envelope. If your firm is not a finalist, the documents will be returned unopened.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  Manual

Signature: Colin Lloyd Vice-President
Typed or Printed

Company Name: Tiki Bar's Restaurant of Ft. Pierce Inc.

Address: 2 Ave A Ft. Pierce FL 34950

Date: 2/20/2018

/s/

5f. Business Plan for the Tiki Bar and Restaurant of Ft. Pierce, Inc.

BUSINESS PLAN FOR

Original Tiki Bar & Restaurant of Fort Pierce



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Executive Summary

The Original Tiki Bar & Restaurant was built in early the 1990s as a small waterfront bar. After a request for proposals was issued, the Lloyd Family was awarded the RFP for operations in 1998. Within the first 6 weeks of acquiring the Tiki Bar, they hired Chuck Enns Construction to expand the small bar into what is now affectionately known as "The Tiki Bar." For the first expansion, they enlarged the small area that only provided beverages and created a full-service restaurant.

This iconic restaurant has been providing diners with exceptional food and service for the last 2 decades. Throughout their 20-year history, the Lloyds have earned a solid reputation as restaurateurs, and have successfully marketed the restaurant which is now a Fort Pierce destination. Since its inception, the Lloyds have grown and expanded the restaurant. The Original Tiki Bar & Restaurant currently seats 175 guests. Of major note, this successful business operation has weathered economic recessions along with several hurricanes, yet it has remained economically profitable during these trying times with sales increasing throughout its 20-year history.

The Original Tiki Bar & Restaurant is projected to stay on its current track of increased sales, with an increase of over 10% in the last 3 years. The restaurant currently employs over 90 employees and will increase the number of employees along with re-designing the restaurant and increasing the seating to accommodate 250 patrons.

The Original Tiki Bar & Restaurant will be undergoing an extensive makeover to include additional seating, redesigned kitchen and new furniture, fixtures and equipment. The redesigned building will better withstand the weather challenges that we face in Florida and lessen our down time during these events.

The cost to re-design the restaurant will range from \$195-\$225 per square foot.

Our redesign plans will focus on splitting the project into 3 phases. Our goal is to keep the restaurant open and operational during the project to minimize loss of revenue and to keep our employees working throughout the project.

1

Section 1 – The Concept

1a. Overview

The Original Tiki Bar & Restaurant was built in the early 1990's at the Fort Pierce City Marina. The Tiki Bar, as it is affectionately known, soon became a favorite destination for those in search of great food and drinks, all served in a tropical setting. Carrying on the tradition that started in 1990, the Tiki bar continues to offer excellent tropical fare in an atmosphere that will make you feel as though you are in the islands. Come to the Tiki Bar where we overlook nothing.....but the beautiful Indian River.

1b. Unique Selling Proposition

The Original Tiki Bar's location at The Fort Pierce City Marina and its proximity to historical downtown is unlike any other property on the Treasure coast. The area is well known for the Fort Pierce Farmers market every Saturday at Marina Square which is ranked one of the top 5 in the nation. We are also within walking distance of the Historical Sunrise Theater. The Theatre hosts national acts and brings thousands of visitors to the area.

1c. Meal Periods/Opening Hours

The Original Tiki Bar is open 363 days a year for lunch and dinner from 11:00 am – 10:00 pm. We are closed on Thanksgiving and Christmas day to allow our employees time to spend the holiday's with their families and friends.

1d. Guest Experience

Located right on the water overlooking the Indian River, our guests enter The Original Tiki Bar & Restaurant to enjoy our laid-back casual fun atmosphere and leave feeling like friends and family. Our management and staff strive to make our guest experience enchanting and unique. We have many testimonials for how our guests enjoy their time spent at The Original Tiki Bar & Restaurant.

1e. Menu and Signature Items

Our current menu is diversified in its offerings to capture the many tastes of our guests. We will continue to update the current menu with new and innovative Florida cuisine while keeping our guests' favorite Tiki items on the menu.

1f. Pricing

Our menu pricing is structured to be competitive to the other like restaurants in the area. In the future our appetizers and desserts will range in price from \$7-\$15 and our entrée's will be priced from \$12-\$32. We will continue to keep our current discount programs in place for our Downtown businesses and other local workers who currently receive a 15% discount when they dine at our restaurant.

¹ Current & Proposed Menus Section 8

Section 2 – The Team

The team behind *The Original Tiki Bar & Restaurant* has a total of **80 plus years of** experience in the restaurant industry.

Colin Lloyd: – Owner & Operator of the Original Tiki Bar since 1998;

Owner & Operator of Cobb's Landing since 2005
Owner & Operator of Bluewater Beach Grill since 2006

- Financial Responsibility
- Administrative Oversight
- Profit & Debt responsibilities
- Overseeing Management

Ian Lloyd : Owner & Operator of the Original Tiki Bar since 1998;

Owner & Operator of Cobb's Landing since 2005
Owner & Operator of Bluewater Beach Grill since 2006

- Financial Responsibility
- Administrative Oversight
- Profit & Debt responsibilities
- Overseeing Management

Diego Larroude: Director of Operations since 2002

Responsible for the restaurant's operations efficiency

- creating productive working environments
- leadership & coaching to managers
- Monitoring suppliers for efficiency and effectiveness within our budgets
- Field visits to ensure improvement in all areas to maximize probability
- Menu development
- Supervisory Maintenance
- Financial planning

Donna Qvarnstrom Burke: Operations Administrator since 2005

- Business development
- Assisting the Director of Operations with daily restaurant operations
- Payroll & Human Resources
- Financial planning
- Event coordinator
- Profit & Loss statements

2

² Resumes Section 8

Matthew Michael Phillips: General Manager since 2007

- Responsible for day to day operations
- Hiring and Training new staff
- Guest Relations
- Food & equipment inventories
- Scheduling & task assignment

Chef Susan Alkire: Executive Chef since 2012

- Responsible for daily kitchen operations
- Quality Food Control
- Receiving food & beverages
- Food Cost & Portion control
- Menu development

Gregory Stumpf: Management team member since 2017

- Assisting the GM and Chef in daily operations
- Beverage development
- Customer satisfaction
- Employee performance maintenance

Jefferey Fenning : Management team member since 2016

- Assisting the GM and Chef in daily operations
- Beverage development
- Customer satisfaction
- Employee performance maintenance

Cynthia Fitzpatrick: Management team member since 2016

- Assisting the GM and Chef in daily operations
- Beverage development
- Customer satisfaction
- Employee performance maintenance

Section 3 – The Market

3a. Target Customers

The Original Tiki Bar has a diverse customer base. Our customers come from our local communities and all over the world. We focus on our local communities and residents to offer them a place to enjoy and to bring their friends and family when visiting our town. We strive to give all our guests a unique dining experience when they visit The Original Tiki Bar.

According to the most recent census data from the United States Government, 34% of Americans visit a casual dining restaurant at least once per week, that equates to 14140 of Fort Pierce's population is going out to eat at least once a week. We generated 25% of those individuals per week at The Original Tiki Bar in 2017 and anticipate that number to grow as the population and development in the area increases.

Based on this information, we feel that there is the need to keep The Original Tiki Bar and our concept thriving for the next 20 years.

According to Trip Advisor we are the #2 Restaurant and the #1 for Nightlife in Fort Pierce Florida with 632 Reviews

3b. Competitive Analysis

12 A Buoy is a casual seafood restaurant located at Fisherman's wharf with 65 seats that emphasizes locally sourced seafood. Entrees at 12 A Buoy range in price between \$25-\$35 while appetizers and desserts range from \$10-\$18. 12 A Buoy has proven very popular with our target customer, especially on weekend nights. The restaurant is closed on Tuesday's and does not take reservations. Recent reviews rate this restaurant as a 4.5 and reviewers specifically note the seafood being great, creative, small but worth the wait.

Second Street Bistro is a casual restaurant located in the heart of downtown Fort Pierce and offers casual American fare and seafood and a large selection of draft beers. Their Entrees range in price between \$16-\$32 with daily specials and their appetizers and desserts range in price between \$8-\$14. The restaurant offers an outdoor deck and a separate area for banquets. Recent Reviews rate this restaurant as a 4 and reviewers specifically note that the atmosphere is fun.

Cobb's Landing is a casual open-air restaurant that seats 165 guests located at The Fort Pierce city marina. They have an outdoor patio that overlooks the Marina. They offer a wide range of entrees ranging in price from \$15-\$32 their appetizers and desserts range in price from \$8-\$15. The restaurant also has banquet facilities on the second floor of the restaurant.

Recent Reviews rate the restaurant as a 4.2 with great food and service and a fun place to take friends.

³ While we recognize that we have some competition, particularly from 12 A Buoy, 2nd Street Bistro and Cobb's Landing we understand that the customer base that we share with these restaurants is relatively large and growing. We all support each other's concepts and work towards growing the Fort Pierce market.

There are a few other restaurants in the area that are similar but are not offering the same type dining experience. We have a location on the Indian River that directly overlooks the Fort Pierce City Marina as well as open views to the water, and we offer a unique dining experience and atmosphere that cannot be duplicated in this area.

³ Competitive Analysis Section 8

Section 4 – The Strategy

4a. Marketing Strategy

The Original Tiki Bar & Restaurant has been labeled as a “must-see destination” while in Fort Pierce. Our motto, “We overlook nothing but The Beautiful Indian River” conveys the casual, laid back island feel of our restaurant. Our future marketing approach will continue to emphasize communicating this personality to all our potential guests. We will focus on marketing strategies to attract modern millennial clientele, while still maintaining the appeal that other generations of guests enjoy.

4b. Marketing Tactics

- Our in-house marketing includes discount programs offered at all our properties.
- We participate in fund raising programs for school through promotional discount books.
- We specialize in social media using websites, Facebook, Instagram and Snapchat which reaches thousands of our customers and their social media friends.
- We advertise on local radio stations and local TV.
- We give “Downtown Discount Cards” to local downtown business owners and their employees so they are able to enjoy a discount at the Original Tiki Bar and Restaurant along with our other two Fort Pierce restaurants.
- We will continue to host and coordinate the “Hooked on Music” festival which is now in its 10th year. This free family friendly event draws over 5,000 attendees to the Marina and downtown area of Fort Pierce and showcases all that our town has to offer.

4c. Operational Strategies

By having many knowledgeable players on our management team, *The Original Tiki Bar* will have both deep expertise and managerial flexibility as conditions change and to accommodate personal time for each manager.

To provide a high-touch, quality dining experience for our guests, *The Original Tiki Bar* will continue to have a versatile, knowledgeable and skilled staff. We strive to provide our staff a fun and safe working environment. We have a proven track record of employee retention.

The management team has developed detailed operations manuals for front- and back-of-house staff as part of the restaurant development process. These manuals are used for training, for ongoing assessment of operations, and will be adapted as the restaurant matures to reflect best practices.

We will be retaining our current management structure and we are proud to say we have more than 90 staff members currently working at Original Tiki Bar & Restaurant and plan on increasing the number of staff to accommodate the additional seating.

Currently we have all our licenses in place including a City of Fort Pierce Business License, St Lucie County Business License, DBPR State Florida Restaurant Seating License a State of Florida Liquor License, and we plan on maintaining these licenses.

We will be purchasing equipment that can meet our growth and volume expectations

4

4d. Purchasing/Supply Chain Strategy

As We have 20 years of a proven track record with our vendors and will continue these relationshipsseafood is our signature ingredient, having reliable sources of high quality product will be important to our success. Therefore, we intend to continue to purchase our locally sourced seafood through a well-established seafood house that can meet our quality & quantity demands. Cod & Capers is a Family owned business serving the Palm Beaches and Treasure Coast for 30 years. They support the local fishing industry as well as the overall longevity of fishing worldwide. Their products come from fisherman who participate in sustainable fishing practices.

Fresh produce is sourced thru Erneston & Sons produce who have been serving this area for 90 years and source their produce from local farmers within the Treasure Coast area.

Cheney Brothers is our Broadline supplier for our grocery items, paper, cleaning supplies and many other products. They are a Florida born company and family owned doing business since 1925. They house over 20,000 products that are delivered twice a week to ensure we always have a high-quality product available to our guests.

⁴ Vendor References page 28-30

Section 5 – The Location

5a. The Site

The Original Tiki Bar & Restaurant is located at the Fort Pierce City Marina and is within walking distance to historic downtown Fort Pierce. The Original Tiki Bar is approximately 7,800 SQ Ft

The site is a confined site surrounded by water on three sides and the site is occupied by The Original Tiki Bar & Restaurant, but there is enough room for expansion to accommodate 250 seats.

5b. The Neighborhood

The area around The Original Tiki Bar is mixed use of both commercial and residential properties. Downtown Fort Pierce area has seen major growth in the last 5 years with several new restaurants, a brewery and more proposed restaurants opening up. There are also plans to build a hotel and additional shopping areas.

The redesign of The Original Tiki Bar & Restaurant will complement the City of Fort Pierce Comprehensive Plan be a great addition to the area. We will continue to work with the City and staff to make the downtown area thrive and grow.

We have had a great working relationship with the staff at the City of Fort Pierce and the Fort Pierce City Marina. We have had a day to day working relationship with Dean Kubitschek who is the Operations Manager of the Fort Pierce City Marina.

5c. Proposed Layout

The proposed new layout will accommodate 250 dining and bar seats in a total front of house area of approximately 4500 square feet. The back of house areas, including kitchen, storage and administrative areas, will be a total of approximately 3200 square feet.

The proposed Layout and concept is attached to the RFP with conceptional drawings of the building, dining areas and kitchen

5d. Key Design Features

The overall re-design for The Original Tiki Bar & Restaurant is maintain the same laid-back feel but will provide a more weather-secure building with additional seating along with a new kitchen and equipment with the goal of optimizing efficiency, providing superior customer service and increasing revenue.

The new design will maintain the iconic look and feel of The Original Tiki Bar & Restaurant while meeting today's building codes and standards to maintain the business and building well into the next 2 decades.

Section 6 – The Financials

6a. Past Financial success

The Original Tiki Bar & Restaurant, Inc. has been in operation since 1998. During the past 20 years we produced increased revenue and have expanded our business models. The Lloyd family has opened two more restaurants in the City of Fort Pierce; Cobb's Landing in 2006 and Bluewater Beach Grill in 2007. The Lloyds are also owners in a local law firm in Fort Pierce and have additional offices in St Lucie County, Indian River and Okeechobee counties.

The Lloyd family restaurant, The Original Tiki Bar & Restaurant was greatly affected by the 4 major named hurricanes that hit the area in 2004 with Frances & Jean, Wilma in 2005. All three of the Lloyd Family's restaurants were affected by Matthew in 2016 and Irma in 2017. In addition to enduring hurricanes, the restaurants have endured through the Great Recession of 2008, labeled "the worst since the 1929 depression." Despite these unforeseen circumstances, the restaurants including the Original Tiki Bar & Restaurant have maintained positive revenue and employee retention.

6b. Projected Uses of Capital

To increase revenue and seating at the Original Tiki Bar & Restaurant, we are proposing an extensive makeover to include a redesigned kitchen, new bar, additional seating, along with new furniture, fixtures and equipment. We will be re-designing the building to withstand the weather challenges that we face here in Florida to eliminate or reduce any down time during these events.

6c. Capital Budget

For the capital budget, we have based our estimates on a construction budget of \$1,500,000 (\$195-\$225 per square foot). This assumes that all existing base building systems are in acceptable condition.

6d. Operating Projections for First Three Years

The Original Tiki Bar & Restaurants current growth trend shows increases in sales 3-5% annually. With the phasing of our re-design and will the additional seating, we expect to stay on that track during the upcoming 3 years of operations

6e. Financial Projection Assumptions

We project our busiest days and meal periods to be Friday, Saturday & Sundays with an average of 850 guests per day and our quietest periods to be Mondays, Tuesdays and Wednesdays with an average of 432 guests per day. We project an average check

of \$ 18-\$23 per person at lunch and average check of \$28-\$36 per person at dinner. These average check estimates include beverages.

5

Food cost is estimated to be **30%** of sales and beverage cost is projected to be **28%** of sales. Throughout, we assume these costs of goods sold percentages will remain relatively stable as we will alter our menu to accommodate changes in individual item costs.

Labor costs including management salaries are projected to be 26-30% of sales this includes our payroll taxes and Workers comp expenses. Together with food and beverage costs, this gives the operation a proposed prime cost percentage of 56-60%

Our Occupancy costs are based on a percentage of sales rent as follows. 10% of Gross sales on the first million dollars of sales and 4% of gross sales once we have exceeded the first million dollars in sales. This averages to 6.5-7% of gross sales which is within the industry standards.

Other operating costs are based on industry averages and area norms.

Sales to Investment (Annual Sales/Startup Cost)

- Leasehold - at least 1.5 to 1.
- Own land and building - at least 1 to 1.

Sales Per Square Foot

- **Losing Money Full-service** - \$150 or less. Limited-service - \$200 or less.
- **Break-even Full-service** - \$150 to \$250. Limited-service - \$200 to \$300.
- **Moderate Profit Full-service** - \$250 to \$350. Limited-service - \$300 to \$400.
- **High Profit Full-service** - More than \$350. Limited-service - More than \$400.

Food Cost

- **Generally** - 28% to 32% as a percentage of total food sales.

Alcoholic Beverage Costs

- **Liquor** - 18% to 20% as a percentage of liquor sales.
- **Bar consumables** - 4% to 5% as a percentage of liquor sales.
- **Bottled beer** - 24% to 28% as a percentage of bottled beer sales.
- **Draft beer** - 15% to 18% as a percentage of draft beer sales.
- **Wine** - 35% to 45% as a percentage of wine sales.

Nonalcoholic Beverages

- **Soft drinks (post-mix)** - 10% to 15% as a percentage of soft drink sales.
- **Regular coffee** - 15% to 20% as a percentage of regular coffee sales.
- **Specialty coffee** - 12% to 18% as a percentage of specialty coffee sales.
- **Iced tea** - 5% to 10% as a percentage of iced tea sales.

Paper Cost

- **Full-service** - 1% to 2% as a percentage of total sales.
- **Limited-service** - 3% to 4% as a percentage of total sales.

Payroll Cost

- **Full-service** - 30% to 35% as a percentage of total sales.

² P&L included in a sealed envelope labeled Financials

Section 7 – The Offering

7a. Funds Required

The Original Tiki Bar & Restaurant will require a total investment of approximately \$1,500,000 to redesign, build out and to continue our operations.

7b. Investment Framework

The two owner/operating partners Colin V. Lloyd and Ian T. Lloyd will together hold 100% ownership of Tiki Bar & Restaurant of Fort Pierce Inc.

It is important to note that all Original Tiki Bar & Restaurant project cost and performance assumptions stated or implied are not guarantees.

Section 8- Attachments

8A. Current Menu

The Original

TIKI BAR & RESTAURANT
We started eating that beautiful white rice

2 AVENUE A • FORT PIERCE CITY MARINA • 772-461-0880
 management@originaltikibar.com
 VISIT US AT WWW.ORIGINALTIKIBAR.COM
 OPEN DAILY, SERVING LUNCH & DINNER
 Happy Hour Specials 4 PM - 7 PM

TIKI KIDS MENU

Kids 12 and under please.
 All kids meals served with FF & Beverage *Pasta does not get FF

Kid Burger6	Fried Shrimp6
With fries	Sweet shrimp breaded & lightly fried, served with
Cheese Quesadilla6	French fries
1 cheese quesadilla	Chicken Fingers6
Mac N Cheese6	Fries & BBQ sauce
Cheesy sauce & macaroni noodles	Kids Fish Basket6

APPETIZERS

We invite you to leave your worries behind and enjoy our island state of mind!

Fried Green Beans 7	Pistachio Wasabi Crusted Tuna 17
Green beans dusted in our house breading & lightly fried, w/cucumber wasabi dipping sauce	Lightly seared served with seaweed salad, pineapple avocado relish & pickled ginger topped with key lime aioli & cucumber wasabi
Ahi Tuna Nachos 15	Smoked Fish Dip 14
Marinated raw ahi tuna atop wontons served with brown rice, Asian slaw, red peppers, green onions, & cucumber wasabi drizzle	Locally made smoked fish dip w/ hot cherry peppers, pickled red onions, diced tomato & crackers
Calamari 11	Steamed Clams 16
Lightly dusted with our special seasonings & lightly fried with marlinara	White wine, butter & herbs
Bahamian Conch Fritters 11	Buffalo Wings 13
Our version of the classic with calypso sauce	10 Wings Buffalo style(mild, medium, hot) or BBQ served with celery, carrots & blue cheese
Hot Spinach & Artichoke Dip 8	Chicken Quesadilla 10
Spinach, artichokes, cream cheese & seasonings	Blackened chicken, cheddar jack cheese & green onions served with salsa & sour cream

TIKI RAW BAR

All raw bar items are served with mignonette, cocktail, horseradish & lemon

Freshly Shucked Oysters - ½ Dozen.... MP Full Dozen.... MP
Select Oysters "Dirty" (Caviar, red onions and sour cream) add... 3
Clams on the Half - Freshly shucked clams ½ Dozen.... MP Full Dozen.... MP
Peel and Eat Shrimp - ½ lb. ...MP 1 lb. ... MP

SOUP & SALAD

Soups Cup 6 Bread Bowl 9

Bahamian Conch Chowder

Fresh conch & vegetables simmered in a spicy tomato broth

New England Clam Chowder

Smooth & creamy with clams, potatoes & seasonings

Choice of dressings:

Ranch, Blue Cheese, Balsamic Vinaigrette, Climax Moonshine Cranberry Vinaigrette, Thai Vinaigrette, Mango Poppy & Oil & Vinegar

Soup and Salad Duo.....10
Small house or Caesar Salad & a cup of soup

House Salad.....sm. 5 lrg 8
Mixed greens with red onion, cucumber, tomato, mushroom, carrots & croutons

Traditional Caesar Salad..... sm. 5 lrg 8
Hearts of romaine tossed in creamy caesar dressing, with parmesan cheese & croutons

Coconut Shrimp Salad.....19
Mixed greens with cucumber, red onion, red peppers, oranges & mangos topped with coconut fried shrimp served with mango Poppy seed dressing

Kale Salad.....10
Kale tossed in our climax moonshine cranberry vinaigrette with apples, jicama, dried cranberries, blue cheese, red onion & toasted macadamia nuts

Strawberry Summer Salad.....16
Arugula tossed in strawberry Vinaigrette topped with green apples, raspberries, dried cranberries, strawberry, jicama, pistachio & goat cheese drizzled with balsamic glaze

Sweet Potato Crusted Fish.....MP
Catch of the day pan seared in a sweet potato crust served over mixed greens tossed in mango poppy seed dressing with cucumber, red onion, tomatoes & green beans, drizzled with a creamy key lime dressing

Steak & Watermelon Balsamic Salad.....18
Arugula & mixed greens tossed in watermelon balsamic vinaigrette topped with grilled tenderloin, tomatoes, red onion, blue cheese and watermelon

Tiki Cobb Salad.....17
Choice of grilled or crispy fried chicken breast, over mixed greens, tomato, bacon, crumbled blue cheese, hardboiled egg, red onion & blue cheese dressing

Salad Add-Ons:

Chicken.....5
Shrimp Skewer.....6
Seared Ahi.....8
Fresh Catch.....MP

Side Dishes

French Fries • Sweet Potato Fries • Cole Slaw • Island Rice • Fresh Seasonal Vegetable
Caribbean Black Beans • Beans & Rice • Seasoned Potatoes • Plantains • Cheesy Grits • Brown Rice

HAND HELDS

TACOS

All tacos come with rice & beans

Fish Tacos 14

Blackened fish with cabbage, tomatoes, shredded cheese & cilantro cream sauce

Seared Tuna Tacos 19

Seared ahi tuna with cabbage, seaweed salad, cucumber, green onions & wasabi cream sauce

Chicken Tacos 12

Blackened chicken with tomato, green onion, shredded cheese & cilantro cream sauce

Catch Tacos MP

Today's catch lightly blackened or fried with cabbage, tomatoes, shredded cheese & cilantro cream sauce

All American Burger.....12

Angus burger chargrilled on a toasted roll

Tiki Burger.....14

Bacon, grilled onions, mushrooms and Swiss cheese on a toasted roll

Teriyaki Burger.....14

Angus burger glazed with teriyaki sauce topped with grilled pineapple & white cheddar

Crispy Fish.....MP

Today's Catch hand breaded in Cornflake crust lightly fried served w/Tartar sauce on a toasted roll

Fresh Local "Catch" of the Day.....MP

Blackened, grilled, pan seared or Panko Fried with tartar sauce on a toasted roll

Cuban Sandwich.....12

Roasted pork, smoked ham, swiss cheese, pickle, mayo & mustard on crispy pressed cuban bread

Cranberry Chicken Salad.....13

Chicken salad with citrus mayo, raisins, celery, red onion, green apples & macadamia nuts, served on a buttery croissant with lettuce & tomato

Crab Cake Sandwich.....15

Florida style Crab Cakes with calypso sauce on a toasted roll

Veggie Wrap.....10

Spinach wrap with hummus, feta cheese, carrots, cucumber, tomato, pepitas & mixed greens

ENTREES

Add a small house or Caesar salad for 3

Southern Fried Chicken tenders.....12

Breast of chicken tenders fried golden brown with fries, cole slaw & BBQ sauce

Fried Shrimp.....17

Sweet shrimp hand breaded & fried with cole slaw, fries, lemon & cocktail sauce

Fresh Local "Catch" of the Day.....MP

Blackened, grilled, pan seared or panko fried with citrus herb butter & choice of two sides

Jerked Tenderloin Kababs.....20

Jerked tenderloin grilled & topped with cilantro cream sauce & mango salsa served with veggies, rice & beans

Coconut Shrimp.....20

Hand breaded with fresh coconut, fried golden brown, served with spicy orange cocktail sauce, choice of two sides

Ahi Tuna Poke Bowl.....18

Ahi tuna tossed in soy ginger sauce with green onions, kale, avocado & crispy wontons served over brown rice

Bacon Wrapped Shrimp.....21

A Tiki Favorite fried sweet shrimp wrapped in bacon with chipotle aioli & choice of two sides

Tiki Crab Cakes.....21

Florida style crab cakes with calypso & choice of two sides

Seafood Mac N Cheese.....20

Sweet shrimp & langostinos in creamy cheese sauce with pasta topped with bread crumbs & baked served with a small salad

Lemon Basil Chicken.....16

Chicken Breast brined in sweet tea with lemon cheese & sundried tomatoes served with arugula salad with red onions, macadamia nuts & sundried tomatoes tossed in lemon basil vinaigrette

Shrimp & Grits.....18

Blackened Shrimp on top of our cheesy grits & bacon with spicy corn remoulade & red pepper aioli

Shrimp Scampi.....20

Linguini tossed in our lemon garlic sauce with tomatoes & sweet shrimp served with garlic bread

Crab, Shrimp & Green Tomato stack.....21

Our signature crab cake served on grilled green tomatoes with blackened shrimp and topped with a mango salsa & lemon drizzle

Alfredo Shrimp ... 20 Chicken ... 17

Rich & Creamy Alfredo served over linguini with garlic bread.

8b. Proposed Menu









8c. Resumes.....

IAN LLOYD

302 South Second Street
Fort Pierce, FL 34950
(772) 464-4600

Experience	2001-Present President & Owner	Original Tiki Bar & Restaurant, Ft. Pierce, FL
	2004-Present Founder/Co-Owner	Bluewater Beach Grill, Ft. Pierce, FL
	2005-Present Founder/Co-Owner	Cobb's Landing Restaurant, Ft. Pierce, FL
	1999-Present Partner/Attorney	Hoskins, Turco, Lloyd & Lloyd, Ft. Pierce, FL
Education	1993-1996 Bachelor of Arts Degree	The University of North Carolina at Chapel Hill, Chapel Hill, NC
	1996-1998 Juris Doctorate Degree	Stetson University College of Law St. Petersburg, FL
Community Involvement		
	1999-2000 Board Member	Manatee Center, Ft. Pierce, FL
	2000-2002 Board Member	Sunrise Theatre, Ft. Pierce, FL
	2004-2005 President	St. Lucie County Bar Association
	2011-2013 Board Member	Epilepsy Foundation of Florida

COLIN V. LLOYD

302 South Second Street
Fort Pierce, FL 34950
(772) 464-4600

Experience	2003-Present President & Owner	Original Tiki Bar & Restaurant, Ft. Pierce, FL
	2004-Present Founder/Co-Owner	Bluewater Beach Grill, Ft. Pierce, FL
	2005-Present Founder/Co-Owner	Cobb's Landing Restaurant, Ft. Pierce, FL
	1999-Present Partner/Attorney	Hoskins, Turco, Lloyd & Lloyd, Ft. Pierce, FL
	2001-2015 Lloyd Properties, LTD.	General Partner
Education	1991-1995 Bachelor of Arts Degree	The University of North Carolina at Chapel Hill, Chapel Hill, NC
	1996-1998 Juris Doctorate Degree	University of Florida College of Law Gainesville, FL
Community Involvement		
	Past Board Member	Main Street Ft. Pierce, FL
	Past Board Member	Planning Board City of Ft. Pierce, FL
	1999-present President	St. Lucie County Bar Association

DIEGO M LARROUDE

14 Ave A, Fort Pierce, Florida 34950 ☎ 772.216.0739 & 772.464.9858 ✉ diego15tiki@gmail.com

EXECUTIVE POSITION

Industry Focus: Restaurant Operations

QUALIFICATIONS PROFILE

Dedicated Restaurant Operations Manager with a strong work ethic and the ability to build lasting client relations
Experienced in Operations Management, cost control, budgeting, sales forecasting & staffing
Adept in communicating with customers, vendors & staff
Able to motivate employees to perform at their maximum capabilities
Motivated, adaptable & enjoy new challenges

CORE COMPETENCIES

Multi-Unit Management | Business Development | Site Selection & Construction
Customer Service and Relation | Cross-Functional Leadership

Technical Proficiency: Micros POS/ Microsoft Word/Excel

PROFESSIONAL EXPERIENCE

ORIGINAL TIKI BAR & RESTAURANT GROUP • FORT PIERCE, FL
DIRECTOR OF OPERATIONS

Jun 2002–Present

(Original Tiki Bar | Cobb's Landing | Bluewater Beach Grill)

- ❑ Assume full accountability for three Full Service Restaurant institutions, including recruitment operation, and placement of administration staff companywide.
- ❑ Efficiently oversee daily operational activities of over 125 results-driven staff to guarantee completion of daily assignments as well as achievement of customer satisfaction
- ❑ Function as Maintenance supervisor of 2 full time workers to ensure the Restaurant and all equipment are operational
- ❑ Hire, train and mentored all management staff
- ❑ Work with accounting management staff to build operational & financial forecasts & budgets

NOTABLE ACCOMPLISHMENT

- Proficiently handled multimillion-dollar establishment by efficiently spearheading business unit for growth and development
- Optimized growth for the company by providing outstanding operational leadership, which resulted to company growth and expansion; Successfully spearheaded establishment of two more restaurant, which include drafting of concepts and designing operation

PROFESSIONAL AFFILIATIONS

SUNRISE THEATRE FORT PIERCE / MAIN STREET FORT PIERCE

DONNA QVARNSTROM BURKE

2724 S Serenity Circle Fort Pierce, Florida 34981 ☎ 772.708.4555 📠 772.464.9858 ✉ donna@originaltiki.com

EXECUTIVE POSITION

Industry Focus: Hospitality Administration & Operations

QUALIFICATIONS PROFILE

Highly motivated result-driven and performance-focused professional. Comprehensive experience in administration, staff training, development, and business management within the hospitality industry. Demonstrates first-rate expertise in general management, sales and marketing, operation, technical and analytical planning. Offers a well-defined business acumen, outstanding analytical communication, problem-solving, and organizational skills.

CORE COMPETENCIES

**Human Resource Management | Business Development | Territory Management
Customer Service and Relation | Cross-Functional Leadership**

Technical Proficiency: Microsoft Office Suite (Word, Excel, and PowerPoint) Quickbooks

PROFESSIONAL EXPERIENCE

ORIGINAL TIKI BAR & RESTAURANT GROUP • FORT PIERCE, FL

OFFICE ADMINISTRATOR | OPERATIONS MANAGER

Jun 2005–Present

(Original Tiki Bar | Cobb's Landing | Bluewater Beach Grill)

- ❑ Assume full accountability for the entire human resource duties and responsibilities for three institutions, including recruitment operation, payroll management, and placement of administration staff companywide.
- ❑ Efficiently oversee daily operational activities of over 100 results-driven staff to guarantee completion of daily assignments as well as achievement of customer satisfaction
- ❑ Employ keen attention to detail in documenting daily sales statistics and account payables and adjusting three bank financial statement
- ❑ Function as banquet Coordinator and Planner for Cobb's Landing Property, responsible for banquet reservation and inquiry of all functions. Growth of 6% per calendar year
- ❑ Enhance company sales profitability by conducting marketing and social media advertising operations

NOTABLE ACCOMPLISHMENT

- Proficiently handled multimillion-dollar establishment by efficiently spearheading business unit for growth and development
- Optimized growth for the company by providing outstanding operational leadership, which resulted to company growth and expansion; Successfully spearheaded establishment of two more restaurants, which include drafting of concepts and designing operation

US FOODSERVICE • BOCA RATON, FL

TERRITORY MANAGER

Jun 2003–Jun 2005

- ❑ Built and cultivated professional relationship with existing and potential foodservice staff, as well as facilitated educational coaching program and training for staff development
- ❑ Worked collaboratively with clients in acquiring all accounts receivable within the portfolio, successfully achieving over 90% completion for A/R compilation

Donna Qvarnstrom Burke • Page 1 of 2

DONNA QVARNSTROM BURKE

2724 S Serenity Circle Fort Pierce, Florida 34981 ☎ 772.708.4555 ✉ 772.464.9858 📧 donna@originaltikibar.com

NOTABLE ACCOMPLISHMENT

- Held responsible for supervising client base operations, which ensured achievement of drop size objectives, minimum gross profit dollars per drop, within the day delivery process, and reduced product returns volume
- Earned recognition for coordinating with clients to provide expert resolution to food cost issues, optimizing labor saving system, and organizing food safety training to ensure client satisfaction

**D&B FOODWORKS • BOYNTON BEACH, FL
OWNER AND MANAGER**

MONTH 1996-OCT 2003

- ❑ Handled general administration and daily operations within the establishment, while proficiently serving more than 650 clients within the area; carried out purchasing activities, cost control, and payroll management.
- ❑ Developed and implemented innovative kitchen design, menu plan, and assistance procedure for the adult community

EARLIER CAREER**GUESTS RESTAURANTS INC. • BOYNTON BEACH, BOCA RATON, AND JUNO BEACH, FL
MANAGER | SERVER | BARTENDER****A&B GRILL • BOYNTON BEACH, FL
SERVICE STAFF MANAGER****RESTAURANT MANAGEMENT OF SOUTH CAROLINA INC. (DBA SHONEY'S LANTANA | DELRAY BEACH)
GENERAL MANAGER****SHONEY'S INC. • NASHVILLE • TN
FRANCHISE TRAINING REPRESENTATIVE****PROFESSIONAL DEVELOPMENT**

QuickBooks Certification
ADP Payroll Certification
Restaurant Management School • Shoney Restaurants

PROFESSIONAL AFFILIATIONS

Sunrise Theatre Fort Pierce, Main Street Fort Pierce
Membub Fort Pierce FL

Susan R. Alkire, Chef
 Residence: Jensen Beach, Florida
 Phone: 772-342-0305
 Email: susanreeneedenny@outwardboundalumni.org

Professional Experience

July 2012-present

Executive Chef, The Original Tiki Bar and Restaurant, Ft. Pierce, FL

- All aspects of running a high volume seafood restaurant. •Schedules, new menu creation, specials, ordering, invoices, inventory, reports
- Manage BOH staff of 30 employees
- Maintain 27-30% food cost- daily average in-season sales are \$20,000+ about 4 million annually
- Restaurant was #156 on Trip Advisor at beginning of my employment and is now #2
- Maintain 8-12 % labor cost

January, 2011- July 2012, Sous Chef, Main Street Full Service Catering and Cafe, Jonesborough, Tennessee
www.Mainstreetcatering.net

- Duties included the daily production, preparation and presentation of all food for Main Street Cafe as well as any and all catering events.
- Work with local farmers and market to create an annual farm to table dinner event
- Assisted Executive Chef, Alex Bomba in the creation, costing and implementation of seasonal, special and specials menus for the Main Street Cafe.
- Responsible in helping cost control and purchasing support.
- Assumed the responsibilities of the Executive Chef in his absence.
- Menu and execution of school lunches for 300 + students at Providence Academy in Johnson City, Tennessee
- Professionally execute 6 different menus for 6 different weddings for a total of 1200 guests.
- Create and execute a monthly menu for a charity lunch at the Jonesborough Senior Center
- My own award winning soups supplied to local 4 and 5 star Bed and Breakfasts

October 2009-November 2010, Kitchen Manager, Big Hurt's at Harrah's Las Vegas, NV

- Initial opening and setup of the restaurant

Matthew Michael Phillips

5977 NW Wesley Rd Port St. Lucie, Florida 34986
 772-579-3172 mattmikep@aol.com

Education

1996 Fort Pierce Central High School
 2005 Indian River State College, Associate in Science in Computer Information Technology
 2016 ServeSafe Manager Certification

Professional Experience

11/2017-3/2014 & 11/2007-5/2013 Original Tiki Bar / Bluewater Beach Grill Fort Pierce, FL
 General Manager

Hired on as a Key Employee for Original Tiki Bar & Restaurant

- Promoted to Manager for Blue Water Beach Grill in January 2009

General Manager- Bluewater Beach Grill

- Provide direct leadership to upwards of 15 personnel, including assistant managers,
- Responsibilities include; hiring, training, and developing staff including assistant managers
- Manage business operation initiatives, including payroll, invoicing, inventory, scheduling, and human resource related matters.
- Book live music acts

- Promoted to General Manager of Original Tiki Bar & Restaurant December 2011 thru current

General Manager- Original Tiki Bar & Restaurant

- Provide direct leadership to upwards of 60 personnel, including assistant managers, and an executive chef for a restaurant with revenues in excess of \$50,000 to 120,000 per week.
- Responsibilities include; hiring, training, and developing staff including assistant managers
- Manage business operation initiatives, including payroll, invoicing, inventory, scheduling, and human resource related matters.
- Book live music acts
- Plan & coordinate large scale events, "Hooked on Musical festival"
- Review and use Weekly Profit and Loss sheets to effectively maintain restaurant expenses and make adjustments accordingly

3/2014-5/2013 Flanigan's Seafood Bar and Grill Stuart, FL
 Assistant Manager

- Maintain corporate standards for training and retaining staff
- Serving consistent food & drinks
- Provide direct leadership to upwards of 45 personnel

July 2003-November 2007 Red Lobster Fort Pierce, FL

Culinary, Service Professional-

- Responsibilities included; assisted with inventory and ordering
- Filled whatever roll was needed at the time including; serving, bartending, back of house, talking to guests, key holder, etc
- Certified trainer, trained Front of House and Back of House staff

References

Donna Burke, Office Administrator, Original Tiki Bar, supervisor 772-708-4555
 Diego Larroude, Director of Operations, Original Tiki Bar, supervisor 772-216-0739
 Dale Hyndman, General Manager, Flanigans, supervisor 561-452-2220
 Heather Alexander, teacher, friend 772-812-6630

Original Tiki Bar & Restaurant

Greg Stumpf
Fort Pierce, FL 34982
Email: gstumpf18@gmail.com
219-793-4734

Career Objective:

To find a growing corporation that will allow me to progress with my development and continue to grow within that company.

Overview:

- Worked as sous-chef for a company that generates 5.5 million in food sales
- Minimized turnover percentage (under 70%) by training and developing team
- Interviewed, hired and trained sixty employees for opening
- Off-site catering for 1200+ guests

Professional Experience:

The Original Tiki Bar/BBG 2017-current

- Current service manager in charge of scheduling
- Updating training schedules to set new hires up for success

Buzzard's Roost – General Manager-Key Largo, FL 2016-2017

- Developed early menu to drive sales in slow season
- Properly staffed and trained hourly employees to build a better guest experience

Ruby Tuesday – Managing Partner – Litchfield, IL/Walterboro, SC 2011-2016

- Turned P & L positive after 3 months in Illinois store
- Alignment of team to drive positive guest count growth
- Development of 3 assistants to be a promotable General Manager
- Improved ranking of three stores over 20 positions on corporate report card

Crown Plaza Hotel – Sous Chef - Springfield, IL 2009 -2011

- Oversaw food production for all outlets, total sales over \$5 million
- Restructured menus to increase profit margin

Rusty's Restaurant – Executive Chef- Edwardsville, IL 1999 – 2009

- Dropped food cost by 8% and kitchen labor by 20%
- Progressed from a m. line cook to Executive Chef
- Continued working Rusty's while setting up sister company "The Boat"

The Boat at the Riverbend – Executive Chef - Alton, IL 2003 – 2007

- Responsible for two full service kitchens within a 50,000 sq. ft. facility
- Helped with design and setup of kitchens and all menus
- Coordinated and effectively executed multiple banquet functions

Certifications/Acknowledgements

- Promoted to Managing Partner for Ruby Tuesday
- Named G.M. of the Year for Ruby Tuesday

JEFF FENNING

2079 5TH COURT SE.
VERO BEACH, FLORIDA 32962
772 925 4249
Fenning12384@gmail.com

EDUCATION

Annual attendance of serve safe staff certification

2012	Manager's Food handling certification
2008	Santa Fe Community College Gainesville, FL
2005	Indian River State College Vero Beach, FL
2003	Saint Edwards High School Vero Beach, FL

The Original Tiki Bar Fort Pierce, FL

I started as a key manager March 13, 2016 and have since been promoted to Assistant General Manager of The Original Tiki Bar by February 2017. I am capable of all aspects of the job including scheduling parts of all employees as well as making employment decisions. I have learned on the job problem solving skills and rarely need help with day to day operations when unexpected problems occur. I create a positive work environment with any and all employees and I am well respected and connected in the community.

EMPLOYMENT HISTORY

T.G.I. Fridays Vero Beach, FL ALL STATION LINE COOK

Responsibilities: Cooking to company specifics on every station of the kitchen. Sanitary practices, portioning, prep work, execution in a timely manner, leadership, and quality control of product presentation and production.

Cynthia Fitzpatrick

(cfitzpatrick@yahoo.com)
772-388-5711

Experience: Qualifications:

**Customer Service, Sales, Hospitality, trained & managed employees, inventories, special events planned
Real Estate -Seasonal Rentals,
Property Management & Leasing Apartments,
Retail Sales & cash handling**

Original Tiki Bar
2 Avenue A
Fort Pierce, FL. 34950
2016-present
Manager

Party Prose Catering and Service
Owner/manager: 1997- 2016
Catering, Party planning, service
We provide custom menus,
Party planning & service in
Customer's homes

Tesoro Country Club
Dining Room & Grill Room Manager
2011-2014

On The Hook Restaurant, Inc.
1736 Indian River Drive
Sebastian, FL., 32958

Seafood & Steak House
Open for casual lunch & dinner
Owner/ Manager - 2002-2007

Established menus, logos, restaurant

Bd. Vendor Reference letters



December 26, 2017

To whom it may concern:

Cheney Brothers Inc. has been selling food and supplies to Ft. Pierce Tiki Bar, Cobbs Landing and Bluewater Beach Café for over 6 years. They spend approximately \$1.3 million annually with Cheney Brothers. During this time, they have always been in good standing with our company and exhibited the utmost professionalism in all of their business dealings. They are a pleasure to deal with and we are proud to call them a customer.

Sincerely,

John D. Reisigl
Executive Vice President
Cheney Brothers Inc.

One Cheney Way, Riviera Beach, FL 33404-7000 • 561.845.4700 office • 800.432.1341 toll-free • 561.845.4701 fax
2801 W. Silver Springs Blvd, Ocala, FL 34475-5655 • 352.291.7800 office • 800.939.4018 toll-free • 352.291.7878 fax



To whom it may concern:

Robert Erneston Produce Co. Inc. has been servicing produce to the Original Tiki Bar, Bluewater Beach Café and Cobb's Landing for the past 15 years. This amounts to approximately \$200,000.00 annually. Over the many years they have always been a quality customer in all aspects. They are run well and have been great to deal with and a benefit to our company. We are proud to be their produce provider.

Sincerely,

Brent Gibson

Office Manager

Robert Erneston Produce, Inc.

772-288-6345

1-800-881-6345

630 S.E. Flagler Avenue - Stuart, FL 34994-2203
800-881-6345 - 772-288-6345 - Fax: 772-221-8380



October 31, 2017

To whom it may concern,

Tiki Bar and Restaurant

This letter is to confirm that Cod and Capers Seafood has been doing business with the Tiki Bar and Restaurant since 2010. In the time that we have been doing business with them, they have placed orders on a daily basis and its approximately \$180,000 in business a year with us, during which time they have always made payments reliably, in full and on time. Cod and Capers Seafood can confidently recommend Tiki Bar and Restaurant as a solid, professional and reliable establishment.

Over the last years of our business relationship the ownership of the Original Tiki has shown loyalty and honesty in all of our business dealing along with a real thirst and emphasis for quality. I wish we had more of the customers we deal with daily had the integrity that they have shown us.

Yours faithfully,

Steve Gylard.

Owner
Cod and Capers Seafood

Cod & Capers Seafood Company Inc.
1200 US Highway 1, Suite 47, North Fort Myers, FL 33408 • (888) 622-0066 • FAX: 622-1016
1 800 834-7634 • www.codandcapers.com • Email: info@codandcapers.com

8e. competitive analysis.....

STRENGTHS & WEAKNESS ANALYSIS				
Strengths	Original Tiki Bar	12 A Bovy	2nd Street Bistro	Exotic's Landing
Location	Waterfront/ City Marina	Location Fishermans Wharf	Downtown Fort Pierce	Waterfront/City Marina
Popularity with locals	Strong local support & following	Strong local support & following	Strong local following	Strong local support & following
Growth & Improvements	expansion plans in 2023	adding outdoor structure for seating in inclement weather	added outdoor seating & additional private event	added outdoor structure for shade/ menu redevelopment
Employee Retention	70% of employees have been employed 3 plus years	Not sure of information	Not sure of information	50% of employees have been employed 3 plus years
Marketing	proven R21 with marketing plan/ no focus marketing	No information available	Good Marketing Plan	Proven R21 with marketing plan/ no focus marketing
Business Relationships	Positive relationship with city management & downtown business owners		Positive relationship with downtown business owners	Positive relationship with city management & downtown business owners
Operational Experience	80 plus years of experience in Hospitality & Restaurant business	Not sure of information	Not sure of information	80 plus years of experience in the Hospitality & Restaurant business
Weaknesses				
Seating	Not enough seating for busy meal periods	Not enough seating	Not sure of information	not enough outdoor seating during busy meal periods
Parking	Shared parking with downtown business	limited parking	shared parking with downtown business	shared parking with downtown business
		limited on the premise		

5g. Profit/Loss and Bank Statements

Profit and Loss Statements for three years as well as bank statements are locate in a sealed envelope with this bid package.

