C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 21, 2018 - 6:30 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Bishop Stafford Fisher, New Covenant Prayer Center

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the minutes from the May 7, 2018 Regular Meeting.

6. **PROCLAMATIONS**

   a. Proclamation recognizing Myositis Awareness

   b. Proclamation recognizing National Public Works Week

   c. Proclamation recognizing National Safe Boating Week

7. **LETTERS TO COMMISSION**

   a. Letter from Jason D. Maron, Florida Department of Environmental Protection, commending the City of Fort Pierce for the staggering number of volunteer participation and waste collected during the annual Great American Cleanup event.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

   Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with

respect. Inappropriate language will not be tolerated.

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

10. **MISCELLANEOUS REPORTS**

a. Legislative Wrap-Up Presentation - State Representative Larry Lee, Jr.

b. Presentation of the 2017 Impact from the Florida Small Business Development Center at Indian River State College by Tom Kindred, Jr., Regional Director.

c. Second Quarter Financial Report

11. **CONSENT AGENDA**

a. Approve an execution of a Project Agreement between the City of Fort Pierce and NRCS in the amount of $4,265,778.00 for canal bank stabilization of the Virginia Avenue Outfall Canal and the Mayflower Canal.

b. Approval to Submit Grant Application to Florida Division of Cultural Affairs for Sunrise Theatre for General Operating Support Grant in the amount of $150,000.

c. Waive interest and penalties in the amount of $152.58 associated with the Lot Clearing Lien against 321 N 15th Street, Ft. Pierce, FL. Property ID #2409-510-0032-000-0 owned by Marcos Calderon, % E. Clayton Yates, 426 Avenue A, Ft. Pierce, FL contingent upon payment of $231.97 payable within 30 days.

d. Waive interest and penalties in the amount of $3783.52 associated with the Demolition Lien against 321 N 15th Street, Ft. Pierce, FL. Property ID #2409-510-0032-000-0 owned by Marcos Calderon, % E. Clayton Yates, 426 Avenue A, Ft. Pierce, FL contingent upon payment of $3032.00 payable within 30 days.

e. Approve the refunding of fees paid for the Paradise Park Streetlights MSTU to property owners that were annexed into the City.

f. Approve an extension of the City Attorney Employment Agreement with a new expiration date of April 22, 2023 with the same terms and conditions.

g. Approval of the technical specifications in preparation of the issuance of an RFP for the operation of Little Jim Bait and Tackle.

h. Approval to authorize staff to enter into negotiations with Beachside Hospitality Group, the highest rank responder for Waterfront Restaurant RFP Bid #2018-010, for the redevelopment of the waterfront restaurant and bar at the city marina.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 18-011 Rezoning the property generally located at 3798 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). SECOND READING

b. Legislative Hearing - Ordinance 18-012 A voluntary annexation submitted by Okeechobee Properties LLC, and property owner Karen Gelety to annex property located at 2605, 2607, & 2609 Rolyat Street. Two properties are zoned CO, Commercial Office, and one property is zoned CG, General Commercial. The Future Land-Use of all three properties is COM, Commercial. Parcel IDs 2419-601-0040-000-9, 2419-601-0041-000-6, 2419-601-0042-000-3. SECOND READING

c. Legislative Hearing - Ordinance 18-013 Increasing Business Tax Receipt Rates by 5 percent. FIRST READING

d. Legislative Hearing - Ordinance 18-014 amending Chapter 2, Article IV, Sections 2-63a, 2-63(c)(10), and 2-65(c) "Increasing the Purchasing Threshold of City Manager." FIRST READING

13. **CITY COMMISSION**

a. Resolution 18-R23 adopting the recommendations of the Charter Review Commission regarding Fort Pierce Utilities Authority.

b. Resolution 18-R24 appointing KeAndrea Davis and Rebecca Isaac to the Communitywide Council.

c. Resolution 18-R25 Appointing members to the Arts and Culture Advisory Board.

d. Resolution No. 18-R26 determining that the structure located at 1635 Thumb Point Drive is a nuisance that constitutes a menace to the business, health and safety of the community and abatement by demolition is necessary to remedy this nuisance and setting a hearing to determine this matter before the City Commission on June 18, 2018.

e. Resolution 18-R27 - accepting the proposal of SunTrust Bank to purchase the Capital Improvement Revenue Refunding Note and authorizing the execution and delivery of a Loan Agreement.

f. Approval letter of support for Manatee Observation and Education Center for their grant application to Florida Department of State Division of Cultural Affairs.

g. Approval of letter of support for the Office of Juvenile Justice and Delinquency Prevention Expanded Re-Entry Services Grant.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting **5.a.**

Meeting Date: 05/21/2018

Re:

SUBJECT:

Approval of the minutes from the May 7, 2018 Regular Meeting.

SUMMARY:

Approval of the minutes from the May 7, 2018 Regular Meeting.

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

Noemi Rios, Deputy City Clerk

COORDINATED WITH:

Linda Cox, City Clerk

Attachments

Reg Mtg Mins 05.07.2018

Form Review

Form Started By: Noemi Rios Started On: 05/16/2018 03:25 PM

Final Approval Date: 05/16/2018

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, **MAY 7, 2018.**

1. CALL TO ORDER

2. OPENING PRAYER - Father John Liebler, St. Simon the Cyrenian

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Jeremiah Johnson; Commissioner Thomas Perona

Absent: Commissioner Rufus Alexander; Commissioner Reginald Sessions

Staff Present: City Attorney James Messer
City Clerk Linda Cox
City Manager Nicholas Mimms

Commissioner Reginald Sessions arrived at 6:37 p.m.

5. APPROVAL OF MINUTES

a. Approval of Minutes from April 16, 2018 Regular Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 5 a.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona

Passed

6. **PROCLAMATIONS**

Mayor Hudson issued the Proclamations below.

a. Proclamation recognizing Mental Health Awareness Month

b. Proclamation recognizing Haitian Flag Day

c. Proclamation recognizing Community Action Month

d. Proclamation recognizing Police Week

7. **LETTERS TO COMMISSION**

The following letters will be kept on file in the City Clerk's Office.

a. Email from Cathy Cain commending the members of the City Commission for their selection of Danny Visconti as the Golf Course Manager.

b. Letter from Bonnie Waters in recognition of Police Officer Steven Schroeder as being a really great police officer.

c. Letter from Hibiscus Park Crime Watch and Neighborhood Association expressing appreciation to Mike Reals, Paul Bertram and the employees of the Public Works Department and the Fort Pierce Police Department for their efforts and vision supporting positive change with Glidden Park and the Garden Center.

8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

John Wilkes

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the agenda as presented.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

10. MISCELLANEOUS REPORTS

a. Sunrise Theatre Foundation Update on Brick Campaign - Michael Horowitz

Mr. Michael Horowitz, member of the Sunrise Theatre Foundation Board, supplied an update of the Brick Campaign; they've sold 157 bricks which in turn has allowed the Sunrise Theatre to raise approximately $20,000. These funds have allowed the Sunrise Theatre to book free shows for children, school busses for them and even fund a camp in the summer. Mr. Horowitz urged the City Commission to make a decision as quickly as possible as far as hiring a Theatre Director in order to be able to continue to book shows and keep the theatre open.

b. Quarterly Update on Indian Hills Golf Course

Mr. Danny Visconti, Indian Hills Golf Course Manager, met with the Treasure Coast Sports Commission in regard to attracting youth to our area and facility. They are considering the City of Fort Pierce for a downtown event in the future. Additionally, our facility now hosts the Fort Pierce Central Golf Team and will help coaches when needed. As a result, there have been several youth programs incorporated. They continue to hone in on their customer service skills, providing a welcoming environment for all golfers, regardless of race, gender and age. The golf rounds have increased and to date they are 8,900 rounds over last year from October 1, 2017 through Sunday, May 6, 2018. Food, snack, beverage and merchandise revenue is up as well. Future plans include creating a budget to see how feasible it would be to build a clubhouse, thereby accommodating those that wish to celebrate weddings and similar events.

11. CONSENT AGENDA

a. Approval of Memorandum of Understanding with the Fort Pierce Utilities Authority and the City of Fort Pierce regarding the disposition of property.

b. Approve Close Construction, LLC as the lowest responsive bidder for Bid #2018-013 for an amount not to exceed $34,550 for rehabilitation of 1809 Oleander Avenue funded through the State Housing Initiatives Partnership (SHIP) program.

c. Approve Construction Management of Florida, Inc. as the lowest responsive bidder for Bid #2018-017 for an amount not to exceed $26,111 for rehabilitation of 208 North 29th Street, funded through the State Housing Initiatives Partnership (SHIP) program.

d. Approve Construction Management of Florida, Inc. as the lowest responsive bidder to Bid #2018-019 for an amount not to exceed $29,879 for rehabilitation of 706 North 27th Street funded through the State Housing Initiatives Partnership (SHIP) Program.

e. Approve De La Hoz Builders, Inc.as the lowest responsive bidder to Bid # 2018-018 for an amount not to exceed $25,847 for the rehabilitation of 210 North 30th Street funded through the State Housing Initiatives Partnership (SHIP) program.

f. Approve Property Mural Owner Agreements for mural to be located at 415 Georgia Avenue.

g. Approve Property Owner Agreement for mural located at 510 Orange Avenue.

h. Approve Mural Property Owner Agreement for 510 N. 13th Street.

i. Approve Property Owner Agreement for Mural for 1236-1238 Avenue D.

j. Approve Property Owner Agreement for Mural to be located at 449 North 6th Street.

k. Approve Mural Property Owner Agreement for 464 North 9th Street.

l. Approval to piggyback Charlotte County Bid No. 2015000418 to lease ten (10) patrol vehicles; nine (9) Ford Interceptor Sport Utility Vehicles for Patrol Officers, and one (1) Ford Interceptor Sport Utility Vehicle for a Patrol Supervisor from Bartow Ford, Bartow, FL, in the amount not to exceed $81,565.91.

m. Approval to piggyback Charlotte County Bid No. 2015000418 to purchase one (1) 2018 Ford Interceptor Sport Utility Vehicle for our Off-Duty Detail program from Bartow Ford in the amount not to exceed $38,386.00

n. Approval of the Interlocal Agreement between St. Lucie County, the St. Lucie County Sheriff's Office, the St. Lucie County Fire District, the City of Fort Pierce, and the City of Port St. Lucie for the maintenance and operation of the Mobile Command Unit.

o. Approval of the following contributions: $5,000 to the Boys & Girls Clubs of St. Lucie County, $1,000 to The Northside Bat and Ball Little League Baseball, Incorporated, $1,000 to the In the Image of Christ, Incorporated, and $1,000 to the New Life Christian Fellowship Church from the Law Enforcement Trust Fund.

p. Approve Change Order No. 3 with Lynch Paving for 2018 Street Resurfacing in an amount not to exceed $352,877.00.

q. Award of Bid No. 2018-011 - Fuel Tank Removal and Installation to ATC Group Services, LLC., Tampa FL, for an amount not to exceed $160,000.00.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Jeremiah Johnson to approve items 11 a through 11 q. Commissioner Johnson noted he and Chief Hobley-Burney had discussed item 11 o and he was encouraged by part of this being funded by the Law Enforcement Trust Fund. Commissioner Johnson will be focusing on school resource officers. He believes this could be a player in that. Regarding item 11 p, Commissioner Perona inquired if the FPUA had looked into this before resurfacing commenced. Jack Andrews, City Engineer assured him they were involved.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance No. 18-009 Rezoning the property generally located at 102 Avenue A (Marina Way), from PUR, Planned Unit Redevelopment, TO C-4, Central Commercial Zone. SECOND READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 18-009 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY LOCATED AT 102 AVENUE A (MARINA WAY), FROM PUR, PLANNED UNIT REDEVELOPMENT, TO C-4, CENTRAL COMMERCIAL ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 12 a.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

b. Quasi-Judicial Hearing - Review and approval of an application for Site Plan and Design Review submitted by Applicant; John H. Blum, Carter Associates to construct a building consisting of 3,000 sq. ft. of mercantile and 1,986 sq. ft. of business office, located at 102 Avenue A (Marina Way), Fort Pierce, FL. The property is currently zoned PUR, Planned Unit Redevelopment (Parcel ID 2410-503-0045-000-6).

Linda Cox, City Clerk, indicated the Quasi-Judicial Hearing had been waived.

Vennis Gilmore, Planner, indicated the 0.138 acre site is located on the north east corner of North 2nd Street and Marina Way. The subject building will be between two existing buildings and the architecture to match the 2nd Street Station will be organic throughout. There will be an elevated patio in the front of the building. All affected departments have reviewed the proposed Site Plan with regards to requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for viewing by the City Commission. The Planning Board at their March 13th meeting voted unanimously to recommend approval. The proposed Site Plan meets the criteria specified in Section 22-32 and 22-59 of the City Code and promotes and protects the public health, safety and general welfare; therefore, Staff recommends that the City Commission approve the proposed Site Plan with the following conditions:
1) The applicant obtains a Right of Way permit with the Engineering Department for re-construction of the adjacent sidewalk and construction of an elevated patio.
2) Please provide a color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation. Provide an accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
3) Please provide a final landscape plan that meets the requirements of Article XII, Landscaping and Trees.
4) Per City Code Section 22-59 and Chapter 23; the design features must be reasonably consistent with the historic character of the predominant architectural style within the historic district (Downtown). Please seek approval by the Historic Preservation Board for compliance with terms and conditions of applicable certificates of appropriateness, prior to issuance of any building permit.

Mayor Hudson opened the Public Hearing.
John Blum, applicant, presented himself to answer any questions.
Mike Menard mentioned the only deviation from the look of the subject site will be glass impact overhead doors.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve itm 12 b with staff conditions.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

c. Legislative Hearing - Ordinance No. 18-010 Final Budget Amendment of the General Fund FY 2017 Budget. SECOND READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 18-010 - AN ORDINANCE AMENDING THE 2016-17 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2016-17 FINAL BUDGET AMENDMENT. THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing.
Seeing no one, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12 c.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

d. Quasi-Judicial Hearing - Ordinance 18-011 Rezoning the property generally located at 3798 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). FIRST READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 18-011 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT 3798 SELVITZ ROAD, FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Before commencing this Quasi-Judicial Hearing, James Messer, City Attorney, reminded the Commission when acting as a Quasi-Judicial Body they apply the laws and policies established and are held to stricter procedural requirements, following basic standards established and are held to stricter procedural requirements, following basic standards of notice and due process based on substantial evidence. As such, they conduct these proceedings as judges instead of legislators.

Mr. Messer additionally confirmed that there are no party interveners in this matter, other than the applicant and City staff. That means that the only other individuals that may be heard are people who might have relevant information and their comments are limited to three (3) minutes each. Members of the public may be permitted to present their non-expert opinions, but the Commission must know that public sentiment is not relevant to the decision which must be based on competent, substantial evidence.

Mayor Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed the City complied with advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications; Commissioner Johnson met with the owner's representative; Commissioner Perona met with the owner's representative and neighboring properties; Commissioner Sessions spoke with owner's representative. Mayor Hudson did not have any ex-parte communications.

City Clerk, Linda Cox, was asked to swear in those wanting to speak during this Quasi-Judicial hearing. Individuals in the audience intending to speak on this item were asked to stand, raise their right hand, and administered an oath to tell the truth, the whole truth and nothing but the truth. Those that were sworn in were asked to clearly state their name for the record and confirm they were sworn in at such time as they were asked to come forward to testify.

Vennis Gilmore, Planner, indicated the proposed rezoning site is approximately 39.71 acres. The applicant is looking to rezone from I-3 Heavy Industrial to I-1 Light Industrial.

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:
(1) The amendment is consistent with the comprehensive plan;
(2) The amendment will not have an adverse effect on the ability of the city to:
    a. Satisfy land and water use needs; and
    b. Meet transportation demands and provide community facilities and services; and
(3) The amendment will promote and protect the public health, safety and general welfare.

All affected departments have reviewed the proposed Zoning Atlas Amendment with regards requirements of the City Code. Findings from the review by corresponding departments and any associated responses by the applicant are provided for viewing by the City Commission.

The proposed amendment meets the criteria specified in Section 22-131 of the City Code and promotes and protects the public health, safety and general welfare; therefore Staff recommends that the City Commission, approve the proposed amendment.

Mayor Hudson opened the Public Hearing.
Dennis Murphy with Culpepper & Terpening, Inc. presented himself to answer any questions.
Bud Wild feels the old classification allows for the potential of environmental damage which has already occurred at the site. He feels Light Industrial is a better fit.
Katherine Barberi was concerned about the environmental risks and storm water.
Dennis Murphy stated they will meet with adjacent property owners to address any questions or concerns.
After City Commission comments, Dennis Murphy stepped up again to speak of the photographs presented.
City Engineer, Jack Andrews, was sworn in and spoke of the impact of changing the zoning designation.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 12 d.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

e. Legislative Hearing - Ordinance 18-012 A voluntary annexation submitted by Okeechobee Properties LLC, and property owner Karen Gelety to annex property located at 2605, 2607, & 2609 Rolyat Street. Two properties are zoned CO, Commercial Office, and one property is zoned CG, General Commercial. The Future Land-Use of all three properties is COM, Commercial. Parcel IDs 2419-601-0040-000-9, 2419-601-0041-000-6, 2419-601-0042-000-3. FIRST READING

City Clerk, Linda Cox, introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 18-012 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 2605, 2607, & 2609 ROLYAT STREET IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2018; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Brandon Creagan, Planning Analyst, indicated the total of all three parcels equates to approximately 0.73 acres. All three parcels are within St. Lucie County's jurisdiction and, if this annexation is approved, all three sites will be given a zoning designation of C-3, General Commercial and a Future Land Use of GC, General Commercial. As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve Ordinance 18-012 for the proposed annexation along with designating the zoning as C-3, General Commercial and designating the Future Land Use as GC, General Commercial.

Mayor Hudson opened the Public Hearing.
Emily O'Mahoney presented herself to answer any questions.
Seeing no one else, the Mayor closed the Public Hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 12 e.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

13. CITY COMMISSION

a. Resolution No. 18-R21 determining that the structure located at 1700 N 16th Street is unsafe and should be condemned and demolished and setting a hearing to determine this matter before the City Commission on June 4, 2018.

City Clerk, Linda Cox, introduced the resolution, read by title only, into the record.

RESOLUTION NO. 18-R21 - A RESOLUTION DETERMINING THAT CERTAIN BUILDING OR STRUCTURE LOCATED AT 1700 N 16TH ST IN FORT PIERCE, FLORIDA IS UNSAFE AND CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE SHALL BE CONDEMNED AND DEMOLISHED IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE; AND THAT A PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON JUNE 4, 2018 AT 6:30 PM, IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 N US HWY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES OF INTEREST.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve item 13 a.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

b. Resolution 18-R22 approving the transfer of a parcel of land owned by the City of Fort Pierce to the Florida Department of Transportation for intersection improvements at U.S. 1 and Virginia Avenue.

City Clerk, Linda Cox, introduced the resolution, read by title only, into the record.

RESOLUTION NO. 18-R22 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF A DEED IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION A PARCEL OF LAND FOR TRANSPORTATION PURPOSES AND IMPROVEMENTS TO STATE ROAD NO. 5 (US 1) AT STATE ROUTE 70 (VIRGINIA AVENUE) AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

City Engineer, Jack Andrews, stated this is a small piece of property the city maintains at the intersection of US 1 and Virginia Avenue. It was the consensus that the city would transfer this parcel to DOT for construction of a right turn lane. This is the formal request of what was already discussed during a Conference Agenda Meeting a few months ago.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 13 b.

AYE: Mayor Linda Hudson, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

c. Submittal of Applications for City Commission selection of Arts and Culture Advisory Board.

City Clerk, Linda Cox, stated the submittal of applications for Commission's Consideration for Arts and Culture would be provided to the City Commission for them to vote at the next Commission Meeting.

d. Submittal of Applications for Communitywide Council

City Clerk, Linda Cox, stated the submittal of applications for Commission's consideration for Communitywide Council would be provided to the City Commission for them to vote at the next Commission Meeting. There are currently four vacancies and only two applications submitted.

14. COMMENTS FROM THE PUBLIC

Wyatt Echell
Dr. Ron & Kip Lyman
Nancy Archer
Sandi Hellstrom Leonard
Sherry Strong

15. COMMENTS FROM THE CITY MANAGER

Nicholas Mimms, City Manager, reported over 250 attended the All American Clean Up. The Fort Pierce Police Department participated in the Tour De Force and the local Law Enforcement Torch Run for the Special Olympics. Mr. Mimms and Planning Director, Rebecca Grohall, held their first meeting with St. Lucie County regarding annexation. In the month of June there will be a Public Input Meeting at the Sunrise Theatre regarding said theatre. During the next Conference Agenda the Lincoln Theatre and the plans for its revitalization will be discussed.

James Messer, City Attorney, indicated Caroline Valentin, Assistant City Attorney, will be making a formal presentation at the Florida League of Cities Annual Conference.

a. City Manager's Report

16. COMMENTS FROM THE COMMISSION

Commissioner Perona stated the FPUA Strategic Planning was a really good and informative event. The Commissioner indicated he'd be speaking to the Tourist Development Council to see what the status is on the Bike Share Program and compare it to the program he saw was installed in North Carolina during his recent visit.

Commissioner Sessions spoke of the highlights of the TCERDA Workshop he attended and was proud to learn our local Farmer's Market is listed as number one in the state of Florida and number three in the Nation. Regarding the Sunrise Theatre, he mentioned the City of Fort Pierce has made a great sacrifice in spending so much money on the theatre when our streets are dilapidated. He urged the public to be part of the solutions to keep the Sunrise Theatre up and running. Additionally, Commissioner Sessions requested he be given an update of the Police Advisory Board.

Commissioner Johnson spoke about flooding at 25th Street & Bell Avenue and his concerns. There will be a Treasure Coast Council of Local Governments meeting in July, as well as, a great networking opportunity for the City Commission to meet other people from other agencies in the form of a BBQ in Okeechobee on July 18th. He congratulated Main Street of Fort Pierce on their 30th Year Anniversary. There have been some issues with South 29th Street. The Hope Planning Board is running smoothly.

Mayor Hudson mentioned the TIFF funds were used for the Sunrise Theatre and now that those funds are exhausted the theatre is using local funds which was never the intention. The funds TIFF is now generating are to pay off debt. On May 17th at St. Bernadette's Church there will be an appreciation event put on for Law Enforcement. There will be another on May 20th at St. Paul African Methodist Episcopal Church.

17. ADJOURNMENT

The meeting adjourned at 9:01 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting **6.a.**

Meeting Date: 05/21/2018

Re: Myositis Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing Myositis Awareness

Attachments

Form Review

Form Started By: Miriam Garcia Started On: 05/11/2018 12:25 PM

Final Approval Date: 05/11/2018

WHEREAS, myositis is a rare chronic and degenerative disease that includes polymyositis, dermatomyositis, juvenile dermatomyositis, and inclusion-body myositis, causing muscle inflammation and weakness and the degeneration of skeletal muscle tissues and other serious skin and organ complications over the course of several weeks, months or years; and

WHEREAS, there are currently more than 75,000 diagnosed cases of myositis in the United States, and there is no known cure for myositis, public education leading to early diagnosis and treatment are important; and

WHEREAS, The Myositis Association is committed to improving the life of those affected by inflammatory myopathies by supporting and educating patients and doctors and by promoting research into the causes, better diagnoses, treatments and a cure for myositis;

NOW, THEREFORE, I Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May as

Myositis Awareness Month

in the City of Fort Pierce and call this observance to the attention of all the citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Fort Pierce, Florida, to be affixed this 21st day of May, 2018.

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MAYOR/ COMMISSIONER

City Commission Regular Meeting **6.b.**

Meeting Date: 05/21/2018

Re: National Public Works Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing National Public Works Week

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

National Public Works Week

Form Review

Form Started By: Miriam Garcia Started On: 05/11/2018 12:51 PM

Final Approval Date: 05/11/2018

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work that they perform.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 20 - 26, 2018, as:

"National Public Works Week"

in the City of Fort Pierce and call upon all citizens and civic organizations to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 21st day of May, 2018.

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MAYOR/COMMISSIONER

City Commission Regular Meeting **6.c.**

Meeting Date: 05/21/2018

Re: National Safe Boating Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Proclamation recognizing National Safe Boating Week

Attachments

National Safe Boating Week

Form Review

Form Started By: Miriam Garcia Started On: 05/17/2018 10:05 AM

Final Approval Date: 05/17/2018

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, the United States Coast Guard is promoting the use of appropriate safety measures to save lives and reduce the number of injuries caused by boating accidents while highlighting the importance of wearing life jackets which have become more comfortable, attractive, stylish and wearable than in the past.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of May 19 – 25, 2018, as:

"National Safe Boating Week"

and encourage all citizens to not only practice safe boating habits, but to also "Wear It!"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 21st day of May, 2018.

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MAYOR/COMMISSIONER

City Commission Regular Meeting **7.a.**

Meeting Date: 05/21/2018

Re: Letter from Jason D. Maron

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Jason D. Maron, Florida Department of Environmental Protection, commending the City of Fort Pierce for the staggering number of volunteer participation and waste collected during the annual Great American Cleanup event.

Attachments

Letter from Jason D. Maron

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 04:56 PM
City Manager	Nick Mimms	05/15/2018 04:56 PM

Form Started By: Jennifer Robinson Started On: 05/09/2018 02:14 PM

Final Approval Date: 05/15/2018

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 1, 2018

John R. Andrews
City Engineer
City of Fort Pierce
100 N US Hwy #1
Ft. Pierce, FL 34950

Subject: Fort Pierce Phase II Municipal Separate Storm Sewer System (MS4) NPDES Permit ID Number FLR04E065
Cycle 3 Year 4 Annual Report Review

Dear John R. Andrews,

Thank you for your submittal of the Stormwater Management Program (SWMP) Cycle 3 Year 4 Annual Report, required under the *Generic Permit for Discharge of Stormwater from Phase II Municipal Separate Storm Sewer Systems*. The purpose of this letter is to inform you that the report is considered administratively **complete** pursuant to Part VII.C of the permit.

The department has summarized the comments and associated requirements below:

- **BMP 2a-04:** Fort Pierce is commended on their staggering number of volunteer participation and waste collected during the annual "Great American Cleanup" event.

If you have any questions please contact me at 850-245-7568 or by email at jason.maron@dep.state.fl.us.

Sincerely,

Jason Maron

Jason D. Maron
Phase II MS4 Coordinator
NPDES Stormwater Program
Florida Department of Environmental Protection
Division of Water Resource Management

City Commission Regular Meeting **10.a.**

Meeting Date: 05/21/2018

Re: Legislative Wrap-Up Presentatio

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Legislative Wrap-Up Presentation - State Representative Larry Lee, Jr.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 09:44 AM
City Manager	Nick Mimms	05/15/2018 04:46 PM

Form Started By: Kaitlyn Ballard Started On: 03/22/2018 03:45 PM

Final Approval Date: 05/15/2018

City Commission Regular Meeting **10.b.**

Meeting Date: 05/21/2018

Re: Tom Kindred Presentation

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Presentation of the 2017 Impact from the Florida Small Business Development Center at Indian River State College by Tom Kindred, Jr., Regional Director.

Attachments

EDI Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 04:54 PM
City Manager	Nick Mimms	05/15/2018 04:54 PM

Form Started By: Jennifer Robinson Started On: 04/30/2018 02:40 PM

Final Approval Date: 05/15/2018



Indian River State College

Engaged at Every Stage of Enterprise

Tom Kindred Jr., MBA
Director – IRSC Entrepreneurship Development Institute
Regional Director – Florida SBDC@IRSC

Dan K. Richardson EDI
ENTREPRENEURSHIP DEVELOPMENT INSTITUTE

Indian River State College

Dan K. Richardson

Entrepreneurship Development Institute

Engaged at Every Stage of Enterprise

IRSC School of Business
IRSC Business Incubation Program
Small Business Development Center
Corporate & Community Training Institute



EDI-Assets

AMERICA'S SBDC FLORIDA

Corporate & Community CCTI Training Institute
INDIAN RIVER STATE COLLEGE

Pioneer INCUBATOR



IRSC | Dan K. Richardson EDI
ENTREPRENEURSHIP DEVELOPMENT INSTITUTE

The FSBDC @ IRSC

Providing the Treasure Coast with Professional & Credentialed Business Consulting Services

State Designated as Florida's Principal Provider of Business Assistance [§ 288.001, Fla. Stat.]

The FSBDC @ IRSC

Tools * Strategies * Expertise

Credentialed consultants help businesses design sustainable growth strategies with results-driven benefits:

Benefits:

- Enhance access to capital
- Understand market opportunities
- Identify new growth potential
- Improve financial standing
- Reveal hidden profits

Services:

- Government Contracting Experts
- Export Marketing Plans
- Advanced Research Tools
- Profit Mastery Certification
- Financial Expertise

At NO Cost To You!!

IRSC | Dan K. Richardson EDI
Entrepreneurship Development Institute

The FSBDC @ IRSC

Data Base Tools

AMERICA'S SBDC FLORIDA

Bizminer

IBISWorld
WHERE KNOWLEDGE IS POWER

BidMatch

ReferenceUSA
from infogroup ReferenceDivision

At NO Cost To You!!

IRSC | Dan K. Richardson EDI
ENTREPRENEURSHIP DEVELOPMENT INSTITUTE

SBDC@IRSC – Impact 2017
Treasure Coast

- Provided over **4,400** consulting hours to the local Business Community - **300** clients.
- 149 Long Term Clients
- Capital Access - $2.6 million in additional capital
- Government Contracts - $22 million in govt. contracts

SBDC@IRSC – Impact 2017
City of Fort Pierce

- Provided **1,597** consulting hours to **70** clients/businesses located in the City of Fort Pierce.
- Working with Caleta Scott developing business training and support programs – Lincoln Park Business Dist.
- Worked with Doris Tillman – business training programs.

SBDC@IRSC – Impact 2017 Hurricane Irma

- SBDC@IRSC is the local lead organization for the State of Florida's Emergency Bridge Loan Program - DEO
- Short-term/interest free loans provided to local businesses that suffer economic or physical damage
- Maintain employees/repair damage/re-open quickly
- **SBDC@IRSC**
  - Processed 52 loan applications
  - Distributed $2.7 million to 36 local businesses
  - 15 City of Fort Pierce located businesses

SBDC@IRSC – Impact 2017

Training Sessions

AMERICA'S SBDC FLORIDA

SCORE | Treasure Coast

SBA
U.S. Small Business Administration

The CCTI provides

- Customized Training to Business and Organizations
- Personal and Professional Development
- Continuing Education, Licensing and Certification
- E-Learning (on-line training)



IRSC Business Incubation Program

Pioneer Incubator

- Provides business assistance & support to early stage & start-up firms to increase the chances of success once launched into the market place.
- Creates an entrepreneurial awareness
- Helps the launch and step-by-step building of successful companies
- Soft-Landing program
- Incubator space – Main, Chastain
- New IRSC Enterprise Hub – Pruitt Campus







IRSC | Dan K. Richardson EDI
Entrepreneurship Development Institute

Pioneer Pitch Panel

Allows IRSC BIP members the opportunity to pitch their business idea in front of a live audience, to a group of successful entrepreneurs who then provide real world, candid feedback, all with the prospect of attracting investors.



EDI-Programs

- 5th Annual Entrepreneurship & Small Business Conference
  - Jerry Parrish
  - Knight Kiplinger
- Partnership SCORE – Trainings
- Women in Business Summit
- Partnership Martin Co. BDB-BAP Program
- Fast Track to Manufacturing Program



IRSC | Dan K. Richardson EDI
ENTREPRENEURSHIP DEVELOPMENT INSTITUTE

EDI-Marketing

Start-Up Radio Talk Show

- Promotes Program
- Promotes Clients
- 1 hour talk show featuring local business leaders & topics
- Broadcast live Thursday evenings –St. Lucie Co. Market
- Replayed Monday mornings – Martin Co. Market









Speak from experience …
Best education –
Most valuable asset –
Mistakes I made in business



Easy for me … To talk about these programs because I understand and appreciate their value.

IRSC | Dan K. Richardson EDI
Entrepreneurship Development Institute

Thank You!

Questions?

www.irscbiz.com



Dan K. Richardson EDI
Entrepreneurship Development Institute

City Commission Regular Meeting **10.c.**

Meeting Date: 05/21/2018

Re: Second Quarter Financial Report

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Second Quarter Financial Report

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a quarterly report on the financial status of the different funds of the City. The financial report for the period ending March 31, 2018, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Urban Redevelopment Funds. The financial book shows comparative information for the second quarters of FY 2017 and 2018.

RECOMMENDATION:

The Finance Department welcomes any suggestions and/or changes to the format or contents.

ALTERNATIVES:

The report can be enhanced or changed completely.

RESPONSIBLE STAFF:

Director of Finance

COORDINATED WITH:

Finance Department and City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2018

OTHER INFORMATION:

Report on FY 2018 budgeted Revenue and Expenditures.

Attachments

2nd Qtr. Report

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/11/2018 03:48 PM
City Manager	Nick Mimms	05/15/2018 04:47 PM
Form Started By: Queen Thompkins		Started On: 04/13/2018 10:54 AM
Final Approval Date: 05/15/2018		

CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE QUARTER ENDING
March 31, 2018

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes	No	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes	Yes
Positive Net Operating Income	Yes	Yes	Yes	Yes	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	No	No	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes	No	Yes

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes

GENERAL FUND
Projected (Shortage) or Overage for
Fiscal Year 2017/18

	1ST QUARTER	2ND QUARTER
REVENUES:		
CURRENT AD VALOREM	0	
DELIQUENT AD VALOREM	0	
LOCAL OPTION GAS TAX	0	
TELECOMMUNICATION TAX	0	
UTILITY TAX	0	
OCCUPATIONAL LICENSE & PERMITS	38,000	50,000
STATE SHARED REVENUES	0	
CHARGES FOR SERVICES	0	
ALARM PERMIT VIOLATIONS	15,000	53,265
INTEREST ON INVESTMENTS	0	
MISCELLANEOUS CONTRACTUAL REVENUE	0	
UTILITY AUTHORITY TRANSFER	0	
INTER-FUND TRANSFER	0	
FUND BALANCE	0	
REVENUE TOTALS	53,000	103,265

GENERAL FUND
Projected (Shortage) or Overage for
Fiscal Year 2017/18 CONT'D

	1ST QUARTER	2ND QUARTER
EXPENDITURES:		
SALARIES AND BENEFITS	0	100,000
EXPENDITURES	0	0
CAPITAL	0	0
GRANTS AND AIDS	0	0
FUNDS TRANSFER	0	0
EXPENDITURES TOTALS	0	100,000
PROJECTED REVENUE OVERAGE (SHORTAGE)	53,000	3,265

GENERAL FUND - REVENUE DETAIL

		2016/17 Budget	2016/17 Actual	Yr. Lapse 50%	2017/18 Budget	2017/18 Actual	Yr. Lapse 50%
Taxes							
311 10	Current Ad Valorem	$ 14,680,037	$ 12,462,876	84.90%	$ 15,604,410	$ 13,504,442	86.54%
311 15	Ad Valorem Adjustment Amount	(727,662)	0	0.00%	(773,881)	0	0.00%
311 20	Delinquent Ad Valorem	50,000	474	0.95%	40,000	7,008	17.52%
312 31	Local Option Gas Tax	1,100,000	589,557	53.60%	1,100,000	613,537	55.78%
312 32	New Local Option Gas Tax	825,000	421,479	51.09%	825,000	430,688	52.20%
314 10	Public Service Electricity	1,950,000	900,633	46.19%	1,950,000	902,525	46.28%
314 11	Electricity FPL	325,000	209,169	64.36%	350,000	220,989	63.14%
314 20	Telecommunications Tax	1,300,000	604,652	46.51%	1,300,000	655,650	50.43%
314 30	Public Service Water	425,000	197,700	46.52%	425,000	198,115	46.62%
314 30	Miscellaneous Taxes	0	312	0.00%	0	332	0.00%
	Total Taxes	$ 19,927,375	$ 15,386,853	77.21%	$ 20,820,530	$ 16,533,287	79.41%
Licenses and Permits							
321 20	Occupational Licenses	$ 275,000	$ 287,448	104.53%	$ 275,000	$ 322,156	117.15%
323 10	Planning & Zoning Fees	25,000	16,090	64.36%	25,000	28,210	112.84%
323 30	Amendments	10,000	14,974	149.74%	15,000	87,198	581.32%
323 60	Sign Fees	5,000	2,665	53.30%	5,000	2,725	54.50%
323 90	Miscellaneous	25,000	12,208	48.83%	25,000	30,782	123.13%
329 10	Animal Licenses	5,000	5,254	105.08%	8,000	4,652	58.15%
329 20	Lot Clearing Permits	2,000	130	6.52%	2,000	308	15.38%
329 30	Demolition Permits	3,000	0	0.00%	0	0	0.00%
329 92	Vendor Permit/Application Fees	5,000	400	8.00%	5,000	675	13.50%
329 93	Vendor Permit Fees	1,000	1,396	0.00%	1,000	1,000	100.00%
329 99	Other Licenses/Permits	500	50	0.00%	500	1,150	230.00%
	Total Licenses and Permits	$ 356,500	$ 340,615	95.54%	$ 361,500	$ 478,856	132.46%
Intergovernmental Revenues							
335 12	State Revenue Sharing	$ 1,200,000	$ 637,112	53.09%	$ 1,250,000	$ 681,435	54.51%
335 13	Half Cent Sales Tax	1,500,000	853,699	56.91%	1,550,000	928,057	59.87%
335 14	Mobile Home License	35,000	29,250	83.57%	35,000	34,753	99.30%
335 15	Beverage License	38,000	5,478	14.42%	38,000	6,721	17.69%
335 22	Casualty Premium Tax	250,000	0	0.00%	260,000	0	0.00%
335 41	Fuel Tax Refund	55,000	25,769	46.85%	55,000	28,412	51.66%
338 20	County Shared Occup. License	55,000	9,071	16.49%	50,000	10,695	21.39%
339 10	Payments in Lieu of Tax-Hsg Auth	21,000	41,687	198.51%	21,000	0	0.00%
	Total Intergovernmental Rev.	$ 3,154,000	$ 1,602,066	50.79%	$ 3,259,000	$ 1,690,074	51.86%

GENERAL FUND - REVENUE DETAIL

		2016/17 Budget	2016/17 Actual	Yr. Lapse 50%	2017/18 Budget	2017/18 Actual	Yr. Lapse 50%
Charges for Services							
341 30	Sale Maps and Publications	$ 500	$ 25	5.00%	$ 100	$ 0	0.00%
341 40	Certified Copying & Rec Search	20,000	11,027	55.13%	20,000	24,268	121.34%
341 41	Reproduction-City Hall	10,500	4,283	0.00%	10,500	3,901	37.15%
341 42	Application Fee	15,000	6,844	45.63%	15,000	7,238	48.25%
341 90	Investigative Surcharge	25,000	13,045	52.18%	25,000	14,658	58.63%
341 91	Jury Duty and Fees	100	71	70.87%	100	84	84.00%
341 92	Qualifying Fees	0	220	0.00%	1,500	0	0.00%
341 93	Data Processing Services	1,000	0	0.00%	500	0	0.00%
343 91	Lot Clearing-Admin. Charge	8,000	3,774	47.17%	8,000	3,747	46.83%
343 92	Rotation Towing-Admin. Charge	25,000	13,400	53.60%	25,000	7,175	28.70%
344 50	Parking Fines	0	3,629	0.00%	5,000	14,840	296.80%
344 51	Traffic Fines	0	0	0.00%	0	13,564	0.00%
347 40	Community Center/Bus. Social	45,000	32,080	71.29%	55,000	35,181	63.97%
347 42	Community Center Special Events	25,000	16,440	65.76%	30,000	14,140	47.13%
347 44	Community Center Rental Fees	25,000	12,472	49.89%	25,000	11,590	46.36%
347 48	Community Center Events	15,000	10,304	68.69%	17,500	10,941	62.52%
347 49	Community Center Other	5,000	3,076	61.52%	5,000	3,938	78.77%
347 92	Youth Activity Funds	1,000	5,415	0.00%	6,500	8,700	133.85%
	Total Charges for Services	$ 221,100	$ 136,105	61.56%	$ 249,700	$ 173,965	69.67%
Fines and Forfeitures							
351 10	Court Fines	$ 65,000	$ 22,030	33.89%	$ 65,000	$ 4,431	6.82%
351 30	Police Education	8,500	3,308	38.92%	8,500	2,998	35.27%
354 10	Alarm Permit Violations	2,000	0	0.00%	2,000	55,265	2763.25%
354 20	License Penalties	10,000	6,956	69.56%	10,000	6,188	61.88%
354 30	Animal Control	4,000	4,503	112.58%	7,500	2,833	37.77%
354 50	Property Code Violations	100,000	49,896	49.90%	125,000	93,738	74.99%
	Total Fines & Forfeitures	$ 189,500	$ 86,693	45.75%	$ 218,000	$ 165,453	75.90%
Miscellaneous Revenues							
361 10	Interest on Investments	$ 50,000	$ 15,771	31.54%	$ 50,000	$ 20,296	40.59%
361 33	Other Interest Earnings	5,000	18,723	374.46%	15,000	21,144	140.96%
362 11	Anchor Carwash	1,440	0	0.00%	1,440	0	0.00%
362 13	Rent - Little Jim	24,000	12,120	50.50%	24,894	12,447	50.00%
362 13	Rent-Old City Hall	27,412	13,706	50.00%	27,412	13,706	50.00%
362 15	Misc. Rental	0	1,245	0.00%	1,000	1,526	152.60%

GENERAL FUND - REVENUE DETAIL

		2016/17 Budget	2016/17 Actual	Yr. Lapse 50%	2017/18 Budget	2017/18 Actual	Yr. Lapse 50%
Miscellaneous Revenues contd.							
363 10	Liens	10,000	8,357	83.57%	10,000	7,494	74.94%
363 30	Demolitions	2,000	0	0.00%	2,000	0	0.00%
363 40	Lot Clearing	5,000	3,358	67.16%	5,000	4,865	97.31%
363 50	Interest on Assessments	100	38	37.80%	100	20	19.83%
364 60	Emergency Repair Liens	500	0	0.00%	1,000	7,531	0.00%
364 41	Sales of Surplus Equipment	0	1,762	0.00%	0	0	0.00%
365 10	Sale of Scrap	0	0	0.00%	0	0	0.00%
366 90	Other Contributions/Donations	500	276,918	55383.60%	500	126,800	25360.00%
367 00	Gain/Loss on Sale of Investments	5,000	(1,849)	-36.99%	5,000	(384)	-7.69%
369 31	Reimbursement of Expenditures	125,000	37,823	30.26%	125,000	68,226	54.58%
369 32	Purchasing Card Rebate	50,000	55,570	111.14%	50,000	52,051	104.10%
369 34	Wellness Program	0	1,650	0.00%	1,500	2,588	172.50%
	Reimbursement Contractual Services						
369 41	Marina	0	0	0.00%	0	0	0.00%
369 43	Community Dev. Block Grant	0	300	0.00%	0	0	0.00%
369 45	Stormwater	860,000	208,677	24.26%	860,000	167,369	19.46%
369 46	Golf Course	33,000	16,500	50.00%	33,000	16,500	50.00%
369 47	Sunrise Theatre	33,000	16,500	50.00%	33,000	16,500	50.00%
369 49	Accidents	15,000	0	0.00%	2,500	0	0.00%
369 50	Other Misc Revenues	5,000	1,313	26.27%	5,000	2,103	42.06%
	Administrative Reimbursement						
369 51	Ft. Pierce Redevelopment Agcy	125,000	62,500	50.00%	125,000	62,500	50.00%
369 52	Marina	45,000	22,500	50.00%	45,000	22,500	50.00%
369 53	Solid Waste	80,000	40,000	50.00%	80,000	40,000	50.00%
369 54	Utilities Authority	0	0	0.00%	0	2,435	0.00%
369 55	Retirement & Benefit System	143,000	71,500	50.00%	150,000	75,000	50.00%
369 59	Police Department/Detail Work	30,500	0	0.00%	45,000	56,318	125.15%
369 61	Building Department	115,000	57,500	50.00%	115,000	57,500	50.00%
	Other Miscellaneous Reimbursements						
369 57	St. Lucie County	0	0	0.00%	30,000	13	0.00%
369 60	State of Florida	359,306	0	0.00%	380,000	0	0.00%
369 71	Keep Ft. Pierce Beautiful	0	4,279	0.00%	15,000	0	0.00%
369 85	Settlement of Claims	20,000	90,476	452.38%	25,000	31,680	126.72%
369 90	Other Misc. Revenues	29,000	3,516	12.13%	5,000	2,729	54.59%
	Total Miscellaneous Revenues	$ 2,198,758	$ 1,040,754	47.33%	$ 2,268,346	$ 891,430	39.30%

GENERAL FUND - REVENUE DETAIL

		2016/17 Budget	2016/17 Actual	Yr. Lapse 50%	2017/18 Budget	2017/18 Actual	Yr. Lapse 50%
Interfund Transfers							
381 23	Transfer from Special Revenue	$ 0	$ 12,039	0.00%	$ 0	$ 0	0.00%
381 91	FPRA Debt Services	2,614,221	2,627,870	100.52%	2,683,710	2,783,938	103.73%
381 92	Debt Service Fund	0	2,683,107	0.00%	0	0	0.00%
	Total Interfund Transfers	$ 2,614,221	$ 5,323,016	203.62%	$ 2,683,710	$ 2,783,938	103.73%
Contribution from Enterprise Funds							
382 10	Electricity	$ 4,024,362	$ 0	0.00%	$ 3,914,520	$ 0	0.00%
382 20	Water	930,600	0	0.00%	1,031,820	0	0.00%
382 30	Gas	251,100	0	0.00%	256,830	0	0.00%
382 40	Sewer	746,850	0	0.00%	756,360	0	0.00%
382 41	UA Other	348	0	0.00%	3,318	0	0.00%
382 42	UA Advance	0	0	0.00%	0	0	0.00%
382 50	Solid Waste Transfer	800,000	415,000	51.88%	800,000	415,000	51.88%
382 60	Marina Transfer	250,000	125,000	50.00%	250,000	125,000	50.00%
382 90	Golf Course Transfer	28,000	0	0.00%	28,000	0	0.00%
	Total Contribution from Enterprise F	$ 7,031,260	$ 540,000	7.68%	$ 7,040,848	$ 540,000	7.67%
	Total Revenue	$ 35,692,714	$ 24,456,102	68.52%	$ 36,901,634	$ 23,257,004	63.02%
	Appropriated Fund Balance	710,407	0	0.00%	564,565	0	0.00%
	Restricted Revenue	(600,000)	0	0.00%	(600,000)	0	0.00%
	Unrestricted Fund Balance	0	0	0.00%	0	0	0.00%
TOTAL GENERAL FUND RESOURCES		**$ 35,803,121**	**$ 24,456,102**	**68.31%**	**$ 36,866,199**	**$ 23,257,004**	**63.08%**

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
City Commission							
10 00	Personnel Services	$ 203,103	$ 91,117	44.86%	$ 198,708	$ 99,273	49.96%
	Operating Expense	40,500	19,131	47.24%	40,500	21,053	51.98%
	Capital Outlay	0	644	0.00%	0	0	0.00%
		$ 243,603	$ 110,892	45.52%	$ 239,208	$ 120,326	50.30%
City Manager							
13 00	Personnel Services	$ 464,688	$ 238,748	51.38%	$ 496,509	$ 252,241	50.80%
	Operating Expense	70,594	27,638	39.15%	70,594	32,041	45.39%
	Capital Outlay	0	1,028	0.00%	0	0	0.00%
		$ 535,282	$ 267,414	49.96%	$ 567,103	$ 284,282	50.13%
City Attorney							
14 00	Personnel Services	$ 545,872	$ 271,690	49.77%	$ 574,998	$ 271,227	47.17%
	Operating Expense	150,700	30,905	20.51%	150,700	34,475	22.88%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 696,572	$ 302,595	43.44%	$ 725,698	$ 305,702	42.13%
City Clerk							
16 00	Personnel Services	$ 283,096	$ 143,126	50.56%	$ 297,811	$ 126,038	42.32%
	Operating Expense	33,115	13,162	39.75%	33,115	19,825	59.87%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 316,211	$ 156,288	49.43%	$ 330,926	$ 145,864	44.08%
Administrative Services							
22 00	Personnel Services	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
	Operating Expense	0	0	0.00%	0	0	0.00%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 0	$ 0	0.00%	$ 0	$ 0	0.00%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Human Resources							
22 00	Personnel Services	$ 374,747	$ 190,834	0.00%	$ 408,782	$ 217,710	53.26%
	Operating Expense	47,753	30,641	0.00%	83,253	53,881	64.72%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 422,500	$ 221,476	0.00%	$ 492,035	$ 271,591	55.20%
Finance							
24 00	Personnel Services	$ 730,928	$ 363,311	49.71%	$ 783,899	$ 406,890	51.91%
	Operating Expense	42,500	23,885	56.20%	49,800	16,074	32.28%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 773,428	$ 387,195	50.06%	$ 833,699	$ 422,963	50.73%
Information Technology							
25 00	Personnel Services	$ 549,800	$ 210,439	38.28%	$ 590,164	$ 305,773	51.81%
	Operating Expense	523,700	228,931	43.71%	533,150	231,267	43.38%
	Capital Outlay	0	2,609	0.00%	6,000	4,445	0.00%
		$ 1,073,500	$ 441,979	41.17%	$ 1,129,314	$ 541,485	47.95%
Purchasing							
26 00	Personnel Services	$ 276,475	$ 143,114	51.76%	$ 231,089	$ 112,369	48.63%
	Operating Expense	24,962	8,173	32.74%	27,362	7,922	28.95%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 301,437	$ 151,287	0.00%	$ 258,451	$ 120,290	46.54%
Planning							
29 01	Personnel Services	$ 422,756	$ 212,901	50.36%	$ 448,846	$ 235,368	52.44%
	Operating Expense	56,016	17,079	30.49%	56,400	24,670	43.74%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 478,772	$ 229,980	48.04%	$ 505,246	$ 260,039	51.47%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Community Response/Code Enforcement							
29 03	Personnel Services	$ 561,810	$ 273,320	48.65%	$ 611,576	$ 320,610	52.42%
	Operating Expense	332,885	192,677	57.88%	337,085	313,627	93.04%
	Capital Outlay	0	0	0.00%	0		0.00%
		$ 894,695	$ 465,997	52.08%	$ 948,661	$ 634,237	66.86%
Police							
Combined	Personnel Services	$ 11,642,606	$ 5,784,001	49.68%	$ 12,286,763	$ 6,310,194	51.36%
	Operating Expense	1,721,405	622,025	36.13%	1,721,405	816,172	47.41%
	Capital Outlay	0	10,264	0.00%	0	34,908	0.00%
		$ 13,364,011	$ 6,416,289	48.01%	$ 14,008,168	$ 7,161,274	51.12%
Public Works/Director							
40 02	Personnel Services	$ 58,351	$ 34,337	58.85%	$ 61,228	$ 31,468	51.40%
	Operating Expense	35,000	9,467	27.05%	35,000	9,792	27.98%
	Capital Outlay	0	0	0.00%	0	5,303	0.00%
		$ 93,351	$ 43,804	46.92%	$ 96,228	$ 46,563	48.39%
Public Works/Fleet Maintenance							
40 03	Personnel Services	$ 587,031	$ 281,733	47.99%	$ 556,049	$ 301,718	54.26%
	Operating Expense	33,950	19,284	56.80%	33,950	12,139	35.75%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 620,981	$ 301,017	48.47%	$ 589,999	$ 313,856	53.20%
Public Works/Facilities Maintenance							
40 04	Personnel Services	$ 613,824	$ 306,253	49.89%	$ 632,759	$ 314,213	49.66%
	Operating Expense	285,750	180,941	63.32%	315,750	303,981	96.27%
	Capital Outlay	0	0	0.00%	0	17,157	0.00%
		$ 899,574	$ 487,194	54.16%	$ 948,509	$ 635,351	66.98%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Public Works/Parks & Grounds							
40 05	Personnel Services	$ 1,249,853	$ 662,245	52.99%	$ 1,268,703	$ 681,216	53.69%
	Operating Expense	787,200	334,479	42.49%	757,200	382,381	50.50%
	Capital Outlay	0	0	0.00%	0	9,119	0.00%
		$ 2,037,053	$ 996,724	48.93%	$ 2,025,903	$ 1,072,716	52.95%
Public Works/Streets & Drainage							
4006	Personnel Services	$ 877,094	$ 498,751	56.86%	$ 992,099	$ 523,559	52.77%
	Operating Expense	811,450	396,059	48.81%	811,450	543,950	67.03%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		$ 1,688,544	$ 894,810	52.99%	$ 1,803,549	$ 1,067,509	59.19%
Engineering							
44 00	Personnel Services	$ 725,980	$ 374,720	51.62%	$ 774,856	$ 395,742	51.07%
	Operating Expense	431,474	51,849	12.02%	448,891	42,186	9.40%
	Capital Outlay	0	479	0.00%	0	0	0.00%
		$ 1,157,454	$ 427,048	36.90%	$ 1,223,747	$ 437,927	35.79%
Riverwalk Center							
4504	Personnel Services	$ 119,572	$ 59,483	49.75%	$ 122,952	$ 63,144	51.36%
	Operating Expense	35,250	18,411	52.23%	48,250	24,625	51.04%
	Capital Outlay	0	0	0.00%	0	3,999	0.00%
		$ 154,822	$ 77,894	50.31%	$ 171,202	$ 91,767	53.60%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Administrative							
60 00	Personnel Services	$ 393,000	$ 65,250	16.60%	$ 423,684	$ 84,632	19.98%
	Operating Expense	4,034,144	3,405,189	84.41%	4,062,384	3,473,607	85.51%
	Capital Outlay	925,000	1,815,390	196.26%	525,000	378,577	72.11%
	Grants and Aid	240,000	155,125	64.64%	240,000	203,400	84.75%
	Non-Oper. Transfer	4,459,187	4,224,926	94.75%	4,737,484	4,136,387	87.31%
		$ 10,051,331	$ 9,665,880	96.17%	$ 9,988,553	$ 8,276,604	82.86%
All Departments							
	Personnel Services	$ 20,680,586	$ 10,205,373	49.35%	$ 21,761,475	$ 11,053,384	50.79%
	Operating Expense	9,498,348	5,629,926	59.27%	9,616,239	6,363,668	66.18%
	Capital Outlay	925,000	1,830,414	197.88%	531,000	453,508	85.41%
	Grants and Aid	240,000	155,125	64.64%	240,000	203,400	84.75%
	Non-Oper. Transfer	4,459,187	4,224,926	94.75%	4,737,484	4,136,387	87.31%
TOTAL GENERAL FUND EXPENDITURES		**$ 35,803,121**	**$ 22,045,764**	**61.57%**	**$ 36,886,199**	**$ 22,210,348**	**60.21%**

Fund Title: FPRA				Department: FPRA		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Taxes						
311 10 Ad Valorem Taxes	$ 5,020,612	$ 5,127,986	102.14%	$ 5,240,683	$ 5,460,724	104.20%
Total Taxes	$ 5,020,612	$ 5,127,986	102.14%	$ 5,240,683	$ 5,460,724	104.20%
Licenses and Permits						
329 20 Lot Clearing	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Total Licenses and Permits	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Intergovernmental						
334 90 EPA Brownfield	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
347 54 Marina Dockage	0	7,313	0.00%	0	4,822	0.00%
384 90 Other State Grants	0	0	0.00%	0	0	0.00%
Total Intergovernmental	$ 0	$ 7,313	0.00%	$ 0	$ 4,822	0.00%
Miscellaneous Revenue						
361 10 Interest on Investments	$ 500	$ 5,241	1048.17%	$ 500	$ 5,991	1198.13%
362 14 Leases	148,000	96,150	64.97%	170,000	103,607	60.95%
363 10 Liens	1,000	0	0.00%	1,000	0	0.00%
366 90 FPAT	0	0	0.00%	0	0	0.00%
369 31 Reimburse - Expenditures	9,000	6,290	69.89%	9,000	6,158	68.42%
369 40 Reimburse - Contract Svcs.	0	21,397	0.00%	0	0	0.00%
369 31 Other Misc. Revenues	2,000	189	0.00%	2,000	37	1.83%
388 10 Sale of Land	0	0	0.00%	0	0	0.00%
Total Miscellaneous Revenues	$ 160,500	$ 129,267	80.54%	$ 182,500	$ 115,792	63.45%
Transfers						
381 01 Transfer from General Fund	$ 737,543	$ 737,543	100.00%	$ 550,967	$ 550,967	100.00%
Total Transfers	$ 737,543	$ 737,543	100.00%	$ 550,967	$ 550,967	100.00%
Total Revenues	**$ 5,918,655**	**$ 6,002,108**	101.41%	**$ 5,974,150**	**$ 6,132,305**	102.65%
Prior Year Carry-Overs Operating	0	0	0.00%	0	0	0.00%
TOTAL RESOURCES	**$ 5,918,655**	**$ 6,002,108**	101.41%	**$ 5,974,150**	**$ 6,132,305**	102.65%

Fund Title: FPRA				Department: FPRA		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Total Personnel Services	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Total Operating Expense	321,914	221,325	68.75%	313,000	172,599	55.14%
Total Capital Outlay	0	9,691	0.00%	0	42,194	0.00%
Total Grants - Programs & Projects	20,000	16,540	82.70%	20,000	1,000	5.00%
Total Transfers	5,576,741	5,481,390	98.29%	5,641,150	5,802,501	102.86%
TOTAL APPROPRIATIONS	**$ 5,918,655**	**$ 5,728,946**	96.79%	**$ 5,974,150**	**$ 6,018,294**	100.74%

Fund Title: Urban Redevelopment				Department: CDBG, SHIP, NSP		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
CDBG REVENUE						
331 50 Disaster Relief	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
331 90 Entitlement Grant	484,925	184,067	37.96%	477,456	103,270	21.63%
331 92 Program Income	6,000	0	0.00%	5,000	0	0.00%
369 90 Miscellaneous Revenue	0	500	0.00%	0	0	0.00%
361 39 Other Interest Earnings	1,500	2,477	165.16%	1,000	5,459	545.94%
369 31 Reimb. of Expenditures	0	0	0.00%	3,918	0	0.00%
369 41 Contractual Svcs./CDBG	0	0	0.00%	0	0	0.00%
Carry Over Funding	374,036	0	0.00%	458,164	0	0.00%
TOTAL REVENUE	$ 866,461	$ 187,044	21.59%	$ 945,538	$ 108,730	11.50%
TRANSFERS						
369 41 Contractual Svc./CBDG	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
381 05 Transfer from FPRA	0	0	0.00%	0	14,350	0.00%
381 10 Transfer from General	0	0	0.00%	25,177	0	0.00%
TOTAL TRANSFERS	$ 0	$ 0	0.00%	$ 25,177	$ 14,350	0.00%
TOTAL CDBG REVENUE	**$ 866,461**	**$ 187,044**	**21.59%**	**$ 970,715**	**$ 123,080**	**12.68%**

Fund Title: Department of Urban Redevelopment Fund/Division Number:				CDBG, SHIP, NSP			
		2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
CDBG Department							
Administrative							
10 10	Personnel Services	$ 157,266	$ 77,666	49.38%	$ 164,767	$ 81,247	49.31%
34 90	Administrative-Contractual	0	0	0.00%	0	0	0.00%
49 60	Administrative Expenses	5,000	2,825	56.50%	91,374	11,049	12.09%
Rehabilitation Department							
83 10	Housing Rehabilitation	$ 20,000	$ 19,583	0.00%	$ 20,000	$ 4,299	21.49%
83 30	Senior Citizens Housing	0	0	0.00%	0	6,272	0.00%
83 40	Other Grants & Aids	5,000	13,739	0.00%	0	10	0.00%
83 45	Weatherization	20,000	13,058	0.00%	20,000	20,000	100.00%
83 82	Code Enforcement	0	300	0.00%	0	0	0.00%
Economic Development							
83 80	Lincoln Park Mainstreet	$ 50,000	$ 25,000	50.00%	$ 50,000	$ 25,000	50.00%
83 80	Fort Pierce Mainstreet	50,000	12,550	25.10%	50,000	25,000	50.00%
83 83	Micro -Bus/Economic Development	45,000	40,760	90.58%	60,000	37,585	62.64%
83 83	Lincoln Park/Orange Ave. Bus Dev	45,000	7,059	0.00%	70,000	1,960	2.80%
83 86	Local Art/Cultural Heritage	30,000	15,525	51.75%	30,000	19,719	65.73%
86 86	FPAT	0	4,098	0.00%	0	0	0.00%
83 87	Commercial Facades	50,000	13,416	0.00%	0	8,475	0.00%
Public Service							
83 97	Public Facility Improvements	$ 25,000	$ 0	0.00%	$ 20,000	$ 0	0.00%
83 97	Public Amenities	70,000	0	0.00%	0	2,606	0.00%
83 98	Youth and Children Projects	23,940	0	0.00%	70,000	1,199	1.71%
	Total CDBG	**$ 596,206**	**$ 245,579**	**41.19%**	**$ 646,141**	**$ 244,421**	**37.83%**
Prior Grants-Programs & Projects							
83 10	Housing Rehabilitation (Roll-over)	$ 1,840	$ 0	0.00%	$ 14,700	$ 0	0.00%
83 41	Commercial Facades (Roll-over)	4,218	0	0.00%	30,000	0	0.00%
83 30	Senior Citizen Housing/Security	37,500	0	0.00%	37,500	0	0.00%
83 82	Code Enforcement	0	0	0.00%	0	0	0.00%
83 83	Micro-Bus/Economic Development	69,601	0	0.00%	60,000	0	0.00%
83 85	Community Focal Point	0	0	0.00%	0	0	0.00%
83 86	Local Art/Cultural Heritage	23,950	0	0.00%	17,000	0	0.00%
83 98	Public Service	25,000	293	1.17%	45,000	0	0.00%
83 99	Weatherization	0	0	0.00%	0	0	0.00%
83 99	Infrastructure Improvements	0	0	0.00%	33,374	0	0.00%
83 '99	Playground Equipment (Roll Over)	0	0	0.00%	12,000	0	0.00%
	Administrative Expenses	64,894	0	0.00%	75,000	0	0.00%
	Total Roll-Over Expenditures	**$ 227,003**	**$ 293**	**0.13%**	**$ 324,574**	**$ 0**	**0.00%**

Fund Title: Department of Urban Redevelopment Fund/Division Number:				CDBG, SHIP, NSP		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Capital						
63 10 Road & Bridge Improvements	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
63 20 Other Improvements	43,252	4,320	0.00%	0	0	0.00%
64 45 Other Equipment	0	0	0.00%	0	19,486	0.00%
99 99 Unencumbered	0	0	0.00%	0	0	0.00%
Total Capital	**$ 43,252**	**$ 4,320**	0.00%	**$ 0**	**$ 19,486**	0.00%
TOTAL CDBG APPROPRIATIONS	**$ 866,461**	**$ 250,192**	**28.88%**	**$ 970,715**	**$ 263,907**	**27.19%**
SHIP REVENUES						
344 90 SHIP	$ 267,860	$ 148,719	0.00%	$ 260,000	$ 111,072	42.72%
334 50 Program Income	40,000	50	0.00%	40,000	0	0.00%
361 10 Interest on Investments	500	1,051	0.00%	500	3,095	619.05%
369 90 Other Misc. Revenues	0	0	0.00%	0	0	0.00%
381 90 Program Income HHR	0	0	0.00%	0	0	0.00%
Carry Over Funding	854,760	0	0.00%	430,974	0	0.00%
Total SHIP Revenue	**$ 1,163,120**	**$ 149,820**	**12.88%**	**$ 731,474**	**$ 114,167**	**15.61%**
SHIP EXPENDITURES						
Total Operating Expenses	$ 91,786	$ 314	0.34%	$ 25,000	$ 1,693	6.77%
Total Grants-Programs &Projects	1,071,334	21,369	1.99%	706,474	165,111	23.37%
TOTAL SHIP APPROPRIATIONS	**$ 1,163,120**	**$ 21,683**	**1.86%**	**$ 731,474**	**$ 166,805**	**22.80%**

Fund Title: Urban Redevelopment				Department: Grant Administration		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Intergovernmental						
334 50 Program Income	$ 0	$ 9,671	0.00%	$ 0	$ 8,434	0.00%
Total Intergovernmental	$ 0	$ 9,671	0.00%	$ 0	$ 8,434	0.00%
Miscellaneous Revenue						
361 10 Interest on Investments	$ 250	$ 2,670	1067.93%	$ 250	$ 6,005	2402.20%
361 38 HHRP Loan	20,000	479	2.39%	20,000	587	2.94%
362 30 Miscellaneous	0	0	0.00%	0	0	0.00%
369 33 Escrow Reimbursement	0	0	0.00%	0	0	0.00%
369 40 Contractual Svcs. /Allegany(AFM)	0	0	0.00%	62,250	0	0.00%
369 90 Other Misc. Revenues	0	0	0.00%	0	0	0.00%
Carry Forward Funding	160,000	0	0.00%	160,000	0	0.00%
Total Miscellaneous Revenues	$ 180,250	$ 3,149	1.75%	$ 242,500	$ 6,593	2.72%
Interfund Transfer						
381 10 General Fund	$ 0	$ 0	0.00%	$ 27,000	$ 0	0.00%
Total Interfund Transfers	$ 0	$ 0	0.00%	$ 27,000	$ 0	0.00%
Total Revenues	**$ 180,250**	**$ 12,819**	7.11%	**$ 269,500**	**$ 15,026**	5.58%
TOTAL RESOURCES	**$ 180,250**	**$ 12,819**	7.11%	**$ 269,500**	**$ 15,026**	5.58%

Fund Urban Redevlopment Fund/Division Number:				Department: Grant Administration Division:		
	2016/17 Adopted	2016/17 Adopted	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Total Personnel Services	$ 0	$ 0	0.00%	$ 88,466	$ 42,388	47.91%
Total Operating Expense	180,250	1,785	0.99%	181,034	2,474	1.37%
Total Capital Outlay	0	0	0.00%	0	0	0.00%
Total Grants - Private Orgs.	0	0	0.00%	0	0	0.00%
Total Grants - Programs & Projects	0	0	0.00%	0	0	0.00%
Total Transfers	0	0	0.00%	0	0	0.00%
TOTAL APPROPRIATIONS	**$ 180,250**	**$ 1,785**	0.99%	**$ 269,500**	**$ 44,861**	16.65%

CITY OF FORT PIERCE

MARINA FUND (401)

OPERATING STATEMENT

MARCH 31, 2018

2ND QUARTER-MARCH '17 to 2ND QUARTER-MARCH '18 COMPARISON

	2ND QUARTER 3/31/2017	2ND QUARTER 3/31/2018
OPERATING INCOME		
CHARGES FOR SERVICES	$ 849,020	$ 913,889
MISCELLANEOUS	1,126,212	879,183
GRANTS	0	0
TOTAL OPERATING INCOME	$ 1,975,232	$ 1,793,072
OPERATING EXPENSES		
PERSONAL SERVICES	$ 201,829	$ 193,202
ADMINISTRATIVE CHARGES	55,117	60,154
CONTRACTUAL FEES	205,340	161,025
UTILITIES	48,822	67,655
COST OF GOODS SOLD	377,321	477,608
DEPRECIATION	559,266	559,998
OTHER OPERATING EXPENSES	347,786	247,637
TOTAL OPERATING EXPENSES	$ 1,795,481	$ 1,767,278
NET OPERATING INCOME (LOSS)	$ 179,751	$ 25,794
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 1,136	$ 3,639
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
	$ 1,136	$ 3,639
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 224,570	$ 224,536
OTHER NON-OPERATING EXPENSES	14,129	12,215
TRANSFER-OUT	125,000	125,000
TOTAL NON-OPERATING EXPENSES	$ 363,700	$ 361,752
NET NON-OPERATING INCOME (LOSS)	($362,564)	($358,113)
NET INCOME (LOSS)	($182,813)	($332,319)

Fund Title: Marina				Department: Marina		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Grants						
331 50 Disaster Relief/Federal	$0	$ 0	0.00%	$0	$ 0	0.00%
334 39 Physical Environmental Grant	470,000	0	0.00%	773,850	0	0.00%
334 50 Disaster Relief	0	0	0.00%	0	0	0.00%
Total Grants	$ 470,000	$ 0	0.00%	$ 773,850	$ 0	0.00%
Charges for Services						
347 54 Dockage	$ 800,000	$ 543,731	67.97%	$ 830,652	$ 646,468	77.83%
347 55 Transient Dockage	664,348	305,289	45.95%	664,348	267,421	40.25%
Total Charges for Services	$ 1,464,348	$ 849,020	57.98%	$ 1,495,000	$ 913,889	61.13%
Miscellaneous Revenue						
361 10 Interest Earnings	$ 5,000	$ 1,116	22.32%	$ 5,000	$ 3,639	72.77%
361 33 Other Interest Earnings	0	20	0.00%	0	0	0.00%
362 14 Leases	34,000	4,663	13.71%	34,000	5,142	15.12%
362 15 Tiki Lease	180,000	129,005	71.67%	210,000	123,903	59.00%
369 31 Reimbursement of Expenditures	0	50	0.00%	0	0	0.00%
369 70 Events	10,000	0	0.00%	10,000	0	0.00%
369 85 Settlement of Claims	0	275,000	0.00%	0	0	0.00%
369 90 Other Misc. Revenues	10,000	2,879	28.79%	10,000	1,216	12.16%
369 91 Gas and Oil Sales	850,000	479,815	56.45%	880,000	508,855	57.82%
369 92 Electric Utility Sales	125,000	73,112	58.49%	135,000	75,463	55.90%
369 93 Utility Fees	22,000	10,278	46.72%	22,000	12,239	55.63%
369 94 Soda, Candy & Ice Sales	150,000	115,452	76.97%	185,000	101,607	54.92%
369 96 Late Payment Charges	2,000	1,320	66.00%	2,000	1,920	96.00%
369 97 Live Aboards	35,000	28,271	80.77%	43,000	40,365	93.87%
369 98 Other Miscellaneous Revenues	3,800	6,668	175.48%	11,000	8,474	77.03%
Total Miscellaneous Revenue	$ 1,426,800	$ 1,127,648	79.03%	$ 1,547,000	$ 882,822	57.07%
Total Revenue	$ 3,361,148	$ 1,976,668	58.81%	$ 3,815,850	$ 1,796,711	47.09%
Appropriated Retained Earnings	376,154	0	0.00%	317,790	0	0.00%
TOTAL RESOURCES	**$ 3,737,302**	**$ 1,976,668**	52.89%	**$ 4,133,640**	**$ 1,796,711**	43.47%

Fund Title: Marina				Department: Marina		
Fund/Division Number:				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Total Personnel Services	$ 399,440	$ 201,829	50.53%	$ 510,094	$ 193,202	37.88%
Total Operating Expense	2,902,537	1,593,652	54.91%	3,183,437	1,574,077	49.45%
Total Capital Outlay	498,000	1,333	0.27%	702,675	76,229	10.85%
Total Debt Service	451,115	224,570	49.78%	451,123	224,536	49.77%
Total Non-Operating Expenses	404,830	139,129	34.37%	404,831	137,218	33.90%
TOTAL APPROPRIATIONS	**$ 4,655,922**	**$ 2,160,514**	46.40%	**$ 5,252,160**	**$ 2,205,262**	41.99%

CITY OF FORT PIERCE

SOLID WASTE FUND (402)

OPERATING STATEMENT

MARCH 31, 2018

2ND QUARTER-MARCH '17 to 2ND QUARTER- MARCH '18 COMPARISON

	2ND QUARTER 3/31/2017	2ND QUARTER 3/31/2018
OPERATING INCOME		
CHARGES FOR SERVICES	$ 3,303,223	$ 3,767,870
MISCELLANEOUS	42,432	9,963
GRANTS	0	0
TOTAL OPERATING INCOME	$ 3,345,655	$ 3,777,833
OPERATING EXPENSES		
PERSONAL SERVICES	$ 1,052,992	$ 1,066,078
ADMINISTRATIVE CHARGES	118,000	133,600
LANDFILL CHARGES	878,080	908,802
CONTRACTUAL	423,264	236,731
DEPRECIATION	143,709	116,160
OTHER OPERATING EXPENSES	606,672	648,986
TOTAL OPERATING EXPENSES	$ 3,222,716	$ 3,110,357
NET OPERATING INCOME (LOSS)	$ 122,939	$ 667,477
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 1,075	$ 3,460
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	$ 1,075	$ 3,460
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	$ 0	$ 0
TRANSFER-OUT	415,000	415,000
TOTAL NON-OPERATING EXPENSES	$ 415,000	$ 415,000
NET NON-OPERATING INCOME (LOSS)	($413,925)	($411,540)
NET INCOME (LOSS)	($290,985)	$ 255,937

Fund Title: Solid Waste Fund				Department: Solid Waste		
Fund/Division Number: 402-0000				Division:		
	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Charges for Services						
343 40 Residential Service	$ 2,600,000	$ 1,362,994	52.42%	$ 2,600,000	$ 1,578,137	60.70%
343 41 Commercial Service	3,200,000	1,714,851	53.59%	3,200,000	1,935,257	60.48%
343 43 Commercial Trash	100,000	50,646	50.65%	100,000	50,646	50.65%
343 44 Recycling	300,000	164,258	54.75%	300,000	190,784	63.59%
343 45 Other Income	1,000	10,475	1047.48%	1,000	0	0.00%
343 46 Recycling Program	18,000	0	0.00%	18,000	13,047	72.49%
Total Charges for Services	$ 6,219,000	$ 3,303,223	53.12%	$ 6,219,000	$ 3,767,870	60.59%
Miscellaneous Revenue						
361 10 Interest on Investments	$ 4,000	$ 1,075	26.88%	$ 4,000	$ 3,460	86.50%
361 20 Sale of Surplus	0	0	0.00%	0	0	0.00%
364 41 Other Contirbutions/Donations	0	3,280	0.00%	0	9,963	0.00%
369 90 Miscellaneous Revenues	0	39,152	0.00%	0	0	0.00%
Total Miscellaneous Revenue	$ 4,000	$ 43,507	1087.68%	$ 4,000	$ 13,423	335.58%
Total Revenues	$ 6,223,000	$ 3,346,731	53.78%	$ 6,223,000	$ 3,781,294	60.76%
Appropriated Retained Earnings	367,431	0	0.00%	563,166	0	0.00%
TOTAL RESOURCES	**$ 6,590,431**	**$ 3,346,731**	50.78%	**$ 6,786,166**	**$ 3,781,294**	55.72%

Fund Title:	Solid Waste Fund	Department:	Solid Waste
Fund/Division Number:	402-4200-534	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Total Personnel Services	$ 2,040,266	$ 1,052,992	51.61%	$ 2,153,142	$ 1,066,078	49.51%
Total Operating Expense	3,585,165	2,169,724	60.52%	3,574,783	2,044,279	57.19%
Total Capital Outlay	450,000	56,212	12.49%	152,000	222,532	146.40%
Total Non-Operating Expense	800,000	415,000	51.88%	1,193,659	415,000	34.77%
TOTAL APPROPRIATIONS	**$ 6,875,431**	**$ 3,693,928**	53.73%	**$ 7,073,584**	**$ 3,747,889**	52.98%

CITY OF FORT PIERCE

GOLF COURSE (405)

OPERATING STATEMENT

MARCH 31, 2018

2ND QUARTER-MARCH '17 to 2ND QUARTER-MARCH '18 COMPARISON

	2ND QUARTER 3/31/2017	2ND QUARTER 3/31/2018
OPERATING INCOME		
CHARGES FOR SERVICES	$ 641,623	$ 618,908
MISCELLANEOUS	49,360	137,257
GRANTS	0	0
TOTAL OPERATING INCOME	$ 690,983	$ 756,165
OPERATING EXPENSES		
PERSONAL SERVICES	$ 291,652	$ 147,069
ADMINISTRATIVE CHARGES	29,780	29,947
CONTRACTUAL FEES	73,963	370,264
UTILITIES	20,736	24,502
COST OF GOODS SOLD	36,700	50,799
DEPRECIATION	68,071	67,336
OTHER OPERATING EXPENSES	267,788	218,191
TOTAL OPERATING EXPENSES	$ 788,690	$ 908,107
NET OPERATING INCOME (LOSS)	($97,707)	($151,942)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 96	$ 120
TRANSFER FROM OTHER FUNDS	170,000	358,000
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	$ 170,096	$ 358,120
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	$ 0	$ 0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	$ 0	$ 0
NET NON-OPERATING INCOME (LOSS)	$ 170,096	$ 358,120
NET INCOME (LOSS)	$ 72,390	$ 206,178

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405 0000	Division:	

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Charges for Services							
347 20	Membership Dues	$ 2,500	$ 2,510	100.40%	$ 2,500	$ 21,700	868.00%
347 22	Other Memberships	30,000	18,465	61.55%	28,000	685	2.45%
347 24	Golf Fees	1,192,000	611,318	51.29%	1,117,438	626,130	56.03%
347 25	Driving Range	35,000	9,330	26.66%	30,000	12,753	42.51%
347 26	Adjustment Golf Fees	0	0	0.00%	0	(42,360)	0.00%
	Total Charges for Services	$ 1,259,500	$ 641,623	50.94%	$ 1,177,938	$ 618,908	52.54%
Miscellaneous Revenue							
361 10	Interest Earnings	$ 250	$ 96	38.52%	$ 250	$ 132	52.65%
369 25	Pro Shop Merchandise	42,000	16,444	39.15%	40,000	39,699	99.25%
369 31	Reimb. Of Expeditures	0	0	0.00%	0	3,175	0.00%
369 80	Food	24,000	8,246	34.36%	24,000	11,681	48.67%
369 89	Packaged Sales	36,500	14,054	38.50%	36,500	20,034	54.89%
369 90	Misc Revenues	5,000	3,398	67.96%	5,000	3,311	66.22%
369 94	Snacks & Beverages	20,000	7,219	36.09%	20,000	10,845	54.23%
369 98	Other Misc Revenues	0	0	0.00%	0	48,501	0.00%
	Total Miscellaneous Revenue	$ 127,750	$ 49,456	38.71%	$ 125,750	$ 137,377	109.25%
Transfers							
381 01	Transfer from General Fund	$ 0	$170,000	0.00%	$ 0	$358,000	0.00%
382 50	Transfer from Solid Waste	0	0	0.00%	0	0	0.00%
	Total Transfers	$0	$170,000	0.00%	$0	$358,000	0.00%
	Total Revenues	$ 1,387,250	$ 861,080	62.07%	$ 1,303,688	$ 1,114,285	85.47%
	Appropriated Retained Earnings	0	0	0.00%	(35,000)	0	0.00%
	TOTAL RESOURCES	**$ 1,387,250**	**$ 861,080**	62.07%	**$ 1,268,688**	**$ 1,114,285**	87.83%

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405-4500-572	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Total Personnel Services	$ 599,455	$ 291,652	48.65%	$ 162,568	$ 147,069	90.47%
Total Operating Expense	883,883	497,038	56.23%	1,202,208	761,138	63.31%
Total Capital Outlay	6,000	0	0.00%	6,000	5,448	90.80%
Total Non-Operating Expense	32,641	0	0.00%	32,641	0	0.00%
TOTAL APPROPRIATIONS	**$ 1,521,979**	**$ 788,690**	51.82%	**$ 1,403,417**	**$ 913,655**	65.10%

CITY OF FORT PIERCE

SUNRISE THEATRE (406)

OPERATING STATEMENT

MARCH 31, 2018

2ND QUARTER-MARCH '17 to 2ND QUARTER-MARCH '18 COMPARISON

	2ND QUARTER 3/31/2017	2ND QUARTER 3/31/2018
OPERATING INCOME		
CHARGES FOR SERVICES	$ 2,061,692	$ 1,788,025
MISCELLANEOUS	208,474	144,931
GRANTS	0	
TOTAL OPERATING INCOME	$ 2,270,166	$ 1,932,955
OPERATING EXPENSES		
PERSONAL SERVICES	$ 265,333	$ 316,448
ADMINISTRATIVE CHARGES	62,372	60,793
CONTRACTUAL FEES	222,768	216,144
UTILITIES	63,285	71,327
COST OF EVENTS	1,572,240	1,019,486
ADVERTISING	276,115	265,457
DEPRECIATION	267,854	269,191
OTHER OPERATING EXPENSES	303,917	313,797
TOTAL OPERATING EXPENSES	$ 3,033,884	$ 2,532,642
NET OPERATING INCOME (LOSS)	($763,718)	($599,687)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 428	$ 780
OTHER NON-OPERATIONG REVENUES	108,134	$ 0
TRANSFER FROM OTHER FUNDS	497,000	455,726
TOTAL NON-OPERATING REVENUES	$ 605,562	$ 456,506
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 0	$ 0
OTHER NON-OPERATING EXPENSES	108,134	0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	$ 108,134	$ 0
NET NON-OPERATING INCOME (LOSS)	$ 497,428	$ 456,506
NET INCOME (LOSS)	($266,290)	($143,181)

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406 0000	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Charges for Services						
347 56 10 Ticket Sales	$ 3,100,000	$ 1,648,829	53.19%	$ 2,500,000	$ 1,560,098	62.40%
347 56 11 Ticket Sales - Rentals	200,000	304,359	152.18%	250,000	107,346	42.94%
347 56 15 Ticket Handling Fees	120,000	73,037	60.86%	120,000	77,038	64.20%
347 56 50 Sponsorship Fees	20,000	10,075	50.38%	15,000	10,000	66.67%
347 56 80 Memberships	185,000	15,090	8.16%	185,000	21,460	11.60%
347 56 90 Donations & Pledges	15,000	10,302	68.68%	15,000	12,082	80.55%
Total Charges for Services	$ 3,640,000	$ 2,061,692	56.64%	$ 3,085,000	$ 1,788,025	57.96%
Grants						
347 70 10 DCF/State Grant	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Total Grants	$ 0	$ 0	0.00%	$ 0	$ 0	0.00%
Miscellaneous Revenue						
361 10 00 Interest Earning	$ 600	$ 428	71.37%	$ 600	$ 780	129.97%
362 14 00 Rents and Royalties	45,000	38,276	85.06%	50,000	14,988	29.98%
369 31 00 Reimb. of Expenditures	180,000	67,652	0.00%	110,000	39,385	0.00%
369 70 00 Events	25,000	4,875	19.50%	20,000	4,085	20.43%
369 89 00 Packaged Sales	140,000	93,671	66.91%	140,000	84,079	60.06%
369 90 00 Miscellaneous Revenues	5,200	152	2.93%	6,000	155	2.59%
369 95 00 Commission/Tips/Merch.	6,500	3,848	59.21%	6,500	2,238	34.44%
369 96 00 Late Payment Charges	0	0	0.00%	0	0	0.00%
369 97 00 Capital Improvement Fee	180,000	108,134	0.00%	0	0	0.00%
Total Miscellaneous Revenues	$ 582,300	$ 317,037	54.45%	$ 333,100	$ 145,711	43.74%
Other Resources						
381 01 00 Transfer from General	$ 0	$ 156,000	0.00%	$ 0	$ 0	0.00%
381 89 00 Transfer from Restricted Fund	0	0	0.00%	0	5,726	0.00%
381 91 00 Transfer from FPRA	450,000	341,000	75.78%	450,000	450,000	100.00%
Total Other Resources	$ 450,000	$ 497,000	110.44%	$ 450,000	$ 455,726	101.27%
TOTAL RESOURCES	**$ 4,672,300**	**$ 2,875,728**	61.55%	**$ 3,868,100**	**$ 2,389,461**	61.77%

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406-4600-575	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Total Personnel Services	$ 578,243	$ 265,333	45.89%	$ 657,865	$ 316,448	48.10%
Total Operating Expense	4,441,620	2,768,551	62.33%	3,742,735	2,216,194	59.21%
Total Capital Outlay	187,437	745	0.00%	2,500	5,755	0.00%
Total Transfers	0	108,134	0.00%	0	0	0.00%
TOTAL APPROPRIATIONS	**$ 5,207,300**	**$ 3,142,763**	60.35%	**$ 4,403,100**	**$ 2,538,397**	57.65%

CITY OF FORT PIERCE
BUILDING & CODE (420)
OPERATING STATEMENT
MARCH 31, 2018
2ND QUARTER-MARCH '17 to 2ND QUARTER-MARCH '18 COMPARISON

	2NDQUARTER 3/31/2017	2ND QUARTER 3/31/2018
OPERATING INCOME		
LICENSE and PERMIT	$ 572,027	$ 1,001,874
CHARGES FOR SERVICES	11,604	17,459
FINES & FORFEITS	800	21,463
MISCELLANEOUS	8,185	
TOTAL OPERATING INCOME	$ 592,616	$ 1,040,797
OPERATING EXPENSES		
PERSONAL SERVICES	$ 342,422	$ 411,428
ADMINISTRATIVE CHARGES	62,282	64,008
CONTRACTUAL FEES	98,434	51,540
DEPRECIATION	0	486
OTHER OPERATING EXPENSES	156,404	147,412
TOTAL OPERATING EXPENSES	$ 659,542	$ 674,874
NET OPERATING INCOME (LOSS)	($66,926)	$ 365,922
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	$ 1,298	$ 4,207
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	$ 1,298	$ 4,207
NON-OPERATING EXPENSES		
DEBT SERVICE	$ 0	$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	$ 0	$ 0
NET NON-OPERATING INCOME (LOSS)	$ 1,298	$ 4,207
NET INCOME (LOSS)	($65,629)	$ 370,130

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

		2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Licenses and Permits							
322 10	Permits-Building Dept.	$ 785,000	$ 315,869	40.24%	$ 785,000	$ 601,873	76.67%
322 20	Inspections	15,000	6,414	42.76%	15,000	8,054	53.69%
322 90	Other Permit Fees	500,000	234,935	46.99%	500,000	372,319	74.46%
329 40	Contractor's License	55,000	14,810	26.93%	55,000	19,629	35.69%
	Total Licenses and Permits	$ 1,355,000	$ 572,027	42.22%	$ 1,355,000	$ 1,001,874	73.94%
Charge for Services							
341 40	Cert.,Copying, Rcd. Search	$ 2,000	$ 78	3.88%	$ 2,000	$ 51	2.55%
341 60	Administration Fees	0	0	0.00%	0	0	0.00%
341 61	Demo & Flood Plain Mgmnt	0	0	0.00%	0	0	0.00%
341 94	Credti Card Process Fees	20,000	11,526	57.63%	20,000	17,408	87.04%
	Total Charges for Service	$ 22,000	$ 11,604	52.74%	$ 22,000	$ 17,459	79.36%
Fines & Forfeits							
354 60	Unlicensed Contracting	$ 3,000	$ 800	0.00%	$ 3,000	$ 0	0.00%
	Total Fines & Forfeits	$ 3,000	$ 800	0.00%	$ 3,000	$ 0	0.00%
Miscellaneous Revenue							
361 10	Interest on Investments	$ 0	$ 1,298	0.00%	$ 0	$ 4,207	0.00%
369 00	Miscellaneous Revenues	16,000	8,185	51.15%	16,000	21,463	134.15%
	Total Miscellaneous Revenues	$ 16,000	$ 9,482	0.00%	$ 16,000	$ 25,670	0.00%
	Appropriated Retained Earnings	(8,852)	$ 0	0.00%	109,102	$ 0	0.00%
	TOTAL RESOURCES	**$ 1,387,148**	**$ 593,913**	**42.82%**	**$ 1,505,102**	**$ 1,045,004**	**69.43%**

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

	2016/17 Adopted	2016/17 Actual	Yr. Lapse 50%	2017/18 Adopted	2017/18 Actual	Yr. Lapse 50%
Total Personnel Services	$ 905,915	$ 342,422	37.80%	$ 1,151,402	$ 411,428	35.73%
Total Operating Expense	438,700	317,121	72.29%	353,700	263,446	74.48%
Total Capital Outlay	42,533	538	0.00%	0	151,000	0.00%
Total Transfers	0	0	0.00%	5,277	0	0.00%
TOTAL APPROPRIATIONS	**$1,387,148**	**$660,081**	47.59%	**$ 1,510,379**	**$ 825,875**	54.68%

FORT PIERCE REDEVELOPMENT FUND
OPERATING FUND
2nd Quarter Report
March 31, 2018

CASH AND INVESTMENT REPORT

October 1, Estimated Beg. Available Resources	239,185
Revenues	6,132,305
Available Resources	6,371,490
Expenditures	6,018,294
Current Available Resources	**353,196**

FPRA Operating Resources and Uses	Budget	Budget Adjust.	Revised Budget	Expended	Balance
Current Resousces Available for Operating					**353,196**
Plus Unrealized Revenue:					
303 Leases					66,393
305 Transfer From General					0
Total Unrealized Revenue					**66,393**
Estimated Resources Available For Operating					**419,590**
Less Outstanding Expenditures:					
501 Personnel Services	0	0	0	0	0
502 Operating Expenditures	313,000	0	313,000	172,599	140,401
503 Capital Outlay	0	0	0	42,194	(42,194)
504 Total Grants-Private Organ.	20,000	0	20,000	1,000	19,000
505 Transfers	5,191,150	0	5,191,150	5,352,501	(161,351)
506 Sunrise Theatre	450,000	0	450,000	450,000	0
Categories Balances	5,974,150	0	5,974,150	6,018,294	**(44,144)**
Projected Resources Over (Short)					**463,734**

FORT PIERCE REDEVELOPMENT FUND
OPERATING FUND
2nd Quarter Report
March 31, 2018

TRANSFERS FROM GENERAL

Fiscal Year:		
	2011	1,319,504
	2012	1,129,036
	2013	1,410,793
	2014	1,689,274
	2015	1,470,701
	2016	1,676,422
	2017	737,543
	2018	550,967
Total Transfers		9,984,240
Plus		
Additions:		
Land Purchase for Beach Parking		820,000
Less:		
Reductions:		
Seaway Drive Roundabout (Days Inn Sight)		(1,488,000.00)
Transfer to General		(600,000.00)
Total Reductions		(2,088,000.00)
Total Due General Fund		**8,716,240**

City of Fort Pierce
Financial Position/Resources and Uses
MARCH 31, 2018
2nd Quarter Fiscal 2018

	001 General	401 Marina	402 Solid Waste	405 Golf Course	406 Sunrise Theatre	420 Building Code
Estimated Avail. Resources Sept. 30, 2017	**6,169,646**	**427,556**	**904,408**	**(281,709)**	**(518,957)**	**652,277**
Less:						
10% Budget Reserve	(3,688,620)					
2018 Budget Appropriation	(564,565)	(317,790)	(563,166)	35,000	0	(109,102)
10/01/2017 Unrestricted Resources	**1,916,461**	**109,766**	**341,242**	**(246,709)**	**(518,957)**	**543,175**
2nd Quarter Revenues	23,257,004	1,796,711	3,781,294	1,114,285	2,389,461	1,045,004
2018 Budget Appropriation	564,565	317,790	563,166	(35,000)	0	109,102
2019 Budget Appropriation	(600,000)	0	0	0	0	0
10/01/17 thru 3/31/18 Resources	23,221,569	2,114,501	4,344,460	1,079,285	2,389,461	1,154,106
2nd Quarter Expenses	22,210,348	2,205,262	3,747,889	913,655	2,538,397	825,875
Less Accum. Depreciation	0	(559,998)	(116,160)	(67,336)	(269,191)	0
Total Uses	22,210,348	1,645,264	3,631,730	846,319	2,269,205	825,875
FY 2018 Net Resources	**1,011,221**	**469,237**	**712,730**	**232,966**	**120,256**	**328,231**
Total Resources Available	**2,927,682**	**579,003**	**1,053,972**	**(13,743)**	**(398,701)**	**871,406**

City of Fort Pierce
Urban Redevelopment
Financial Position/Resources and Uses
MARCH 31, 2018
2nd Quarter Fiscal 2018
***

	104 CRA	103 CDBG	105 SHIP	106 Grant HHR	100 Restrict Rev Fund	102 Law Enforce Trust
Estimated Avail. Resource Sept. 30, 2017	**239,185**	**740,482**	**447,777**	**991,821**	**3,599,841**	**66,208**
Less:						
Reserve						
Budget Appropriation						
10/01/2017 Restricted (***) and Unrestricted Resources	**239,185**	**740,482**	**447,777**	**991,821**	**3,599,841**	**66,208**
2nd Quarter Revenues	6,132,305	123,080	114,167	15,026	657,236	40,870
10/01/17 thru 03/31/18 Resources	6,132,305	123,080	114,167	15,026	657,236	40,870
2nd Quarter Expenses	6,018,294	263,907	166,805	44,861	220,636	0
Total Uses	6,018,294	263,907	166,805	44,861	220,636	0
FY 2018 Net Resources	**114,011**	**(140,827)**	**(52,637)**	**(29,835)**	**436,601**	**40,870**
Total Resources Available	**353,196**	**599,655**	**395,140**	**961,986**	**4,036,441**	**107,078**

City Commission Regular Meeting **11.a.**

Meeting Date: 05/21/2018

Re: Execution of a $4,265,778 Grant Ageement between the City and USDA Natural Resource Conservation Service (NRCS)

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve an execution of a Project Agreement between the City of Fort Pierce and NRCS in the amount of $4,265,778.00 for canal bank stabilization of the Virginia Avenue Outfall Canal and the Mayflower Canal.

SUMMARY:

The effects of Hurricane Irma caused severe erosion and canal bank failures along Mayflower Canal and the Virginia Avenue Outfall Canal. NRCS has approved funding for the repair and stabilization of these areas under the Federal Government's Emergency Watershed Protection in the amount of $2,908,485 (75% of estimated construction cost) along with a 10% engineering/administrative fund of $387,798 for a **total grant funding of $3,296,283**. The agreement requires a 25% construction match of $969,495 that will be garnished from the City's Stormwater Management Utility fund.

RECOMMENDATION:

Staff recommends execution of the NRCS Agreement

ALTERNATIVES:

Do not execute agreement

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Public Works Department

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: 40343005383490

Amount: $4,265,778

FISCAL IMPACT:

NRCS reimbursement of $3,296,283 is identified in the grant. Therefore, SMU funding of $969,495 is required.

Attachments

NRCS Grant Agreement
Mayflower Canal Stabilization Map
Virginia Avenue Outfall Canal Stabilization Map

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 05:15 PM

Form Started By: Tracy Telle
Started On: 05/15/2018 03:24 PM
Final Approval Date: 05/16/2018

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR184209XXXXC002		220 calendar days from NRCS signature	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service P. O. Box 141510 Gainesville, FL 32614-1510	FORT PIERCE CITY OF CITY HALL 100 N US HIGHWAY 1 FORT PIERCE FL 34950-4205 DUNS: 122714744 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Jason Strenth Phone: (352) 338-9559 Email: jason.strenth@fl.usda.gov	Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	Name: Tracy Telle Phone: 772-467-3776 Email: ttelle@city-ftpierce.com	Name: Tracy Telle Phone: 772-467-3776 Email: ttelle@city-ftpierce.com

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: Tracy Telle Phone: 772-467-3776 Email: ttelle@city-ftpierce.com

15. Project Title/ Description: Hurricane Irma EWP

16. Entity Type: 02 = City or Township government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$3,296,283.00	$969,495.00
Additional funds total	$0.00	$0.00
Grand total	$3,296,283.00	$969,495.00

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$2,908,485.00	Other	$387,798.00
Total Direct Cost	$3,296,283.00	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$969,495.00
		Total Federal Funds Awarded	$3,296,283.00
		Total Approved Budget	$4,265,778.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative RUSSELL MORGAN State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative Linda Hudson Mayor	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Fort Pierce, hereinafter referred to as the "Sponsor", for EWP Project # 5072 (Hurricane Irma) in Fort Pierce, Florida for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

DSR No. CFP-17-001 - Stabilize Virginia Ave canal banks = $1,692,008
DSR No. CFP-17-002 - Stabilize Mayflower canal banks = $2,185,972

Total Estimated Construction Cost = $3,877,980

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: $4,265,778

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (75% NRCS $2,908,485 + 25% Sponsor $969,495): $3,877,980

Technical Assistance (TA) Costs:
100% NRCS (10.0% of total construction cost): $387,798

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 10.0 percent of the total construction cost for design services, contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.

4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.

5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

11. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

12. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

13. Any costs (construction or technical and administrative services) incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor’s design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

18. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining land rights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.

19. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

20. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles that comply with NRCS programmatic principles and design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida (Not required for debris removal only sites). A copy of the signed and seal plans and specifications shall be provided to NRCS.
21. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

22. Provide construction inspection in accordance with the QAP.

23. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable (Not required for debris removal only sites) , prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

24. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

25. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

26. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

27. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

28. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Government Representative (GR). Provide NRCS Program/Technical Contact and GR progress reports every 2 weeks after execution of the agreement. Progress reports should include work accomplished for the period, technical on-site inspections, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

29. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

30. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a Professional Engineer (PE) certification that the Project was installed in accordance with approved plans and specifications. For debris removal only sites, certification does not need to be from a PE.

31. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact. For debris removal only sites, as-built drawings do not need to be certified by a PE.

32. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Payments can be requested as frequently as monthly. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

33. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

34. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

35. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

36. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

37. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

38. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

39. Submit requests for a time extension to the agreement (if necessary) in writing no less than forty-five (45) days prior to the expiration date of the agreement. Submit the written, signed request to the NRCS Program/Technical Contact.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer (if applicable), including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan (if applicable).
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction signed by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 45 days of completion of construction.

Resources Required

None other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtain permits.
5. Complete any necessary surveys.
6. Complete draft engineering plans and specifications for NRCS review.
7. Complete final engineering plans and specifications.
8. Complete quality assurance plan and operation and maintenance plan (if applicable).
9. Solicit bids.
10. Award contract.
11. Manage construction contract and provide quality assurance as described in the QAP.
12. Provide final inspection.
13. Complete as-built drawings.
14. Submit final payment.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 25, “Universal Identifier and System of Award Management” (2) 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information” (3) 2 CFR Part 180, “OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)” (4) 2 CFR Part 182, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)” (5) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards”

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 175, “Award Term for Trafficking in Persons” (2) 2 CFR Part 417, “Nonprocurement Debarment and Suspension” (3) 2 CFR Part 418, “New Restrictions on Lobbying” (4) 2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)”

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards” (2) 48 CFR Part 31, “Contract Cost Principles and Procedures”

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, “Subpart E – Cost Principles”, or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:”

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director’s absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee’s options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director’s new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director’s new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization’s representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension A summary of progress to date An estimate of funds expected to remain unobligated on the scheduled expiration date A projected timetable to complete the portions of the project for which the extension is being requested Signature of the grantee and the project director A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number ____, at the close of the quarter ending ____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date October 1 to December 31 January 31 January 1 to March 31 April 30 April 1 to June 30 July 31 July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient’s own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

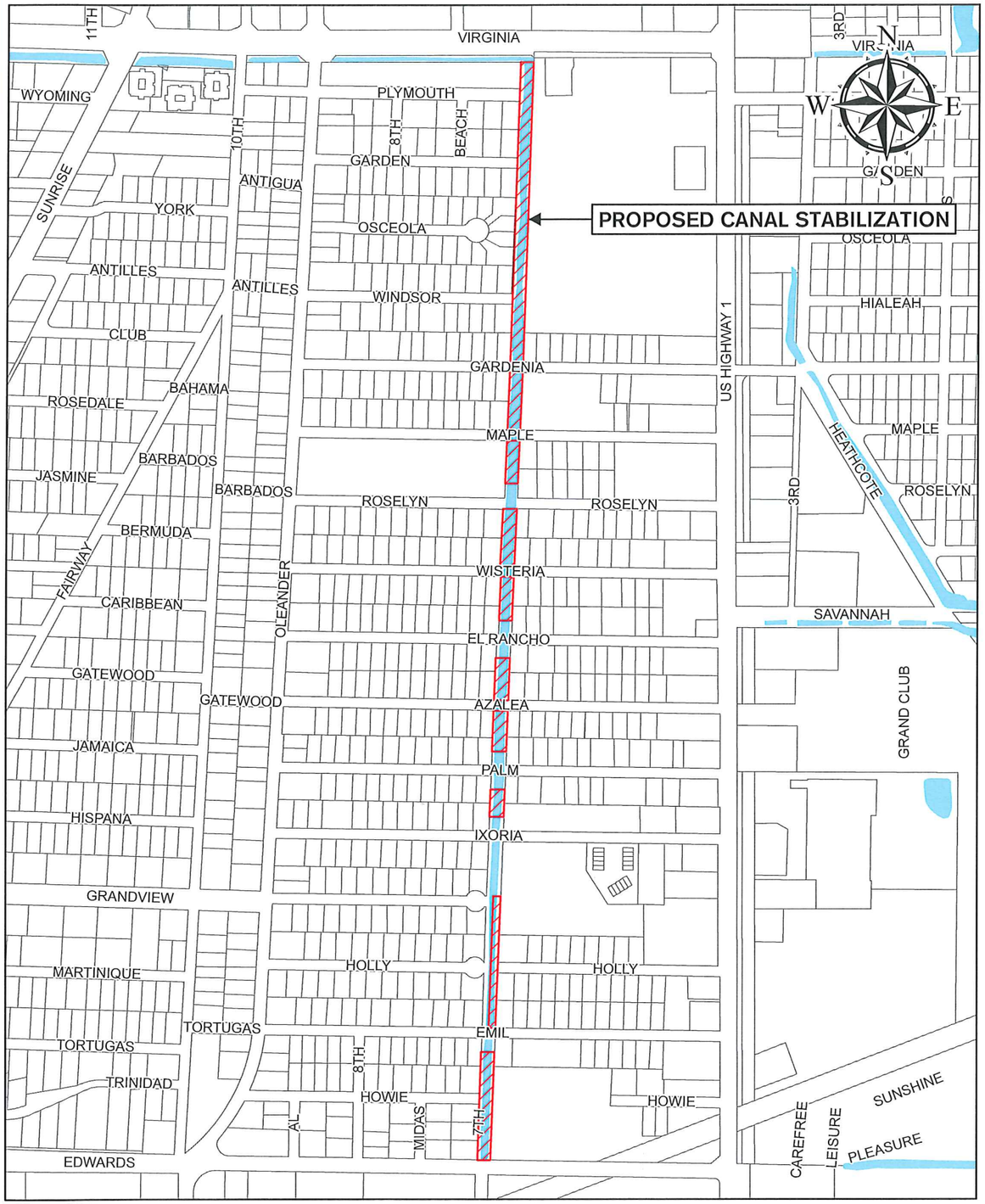
XVI. MODIFICATIONS AND TERMINATIONS

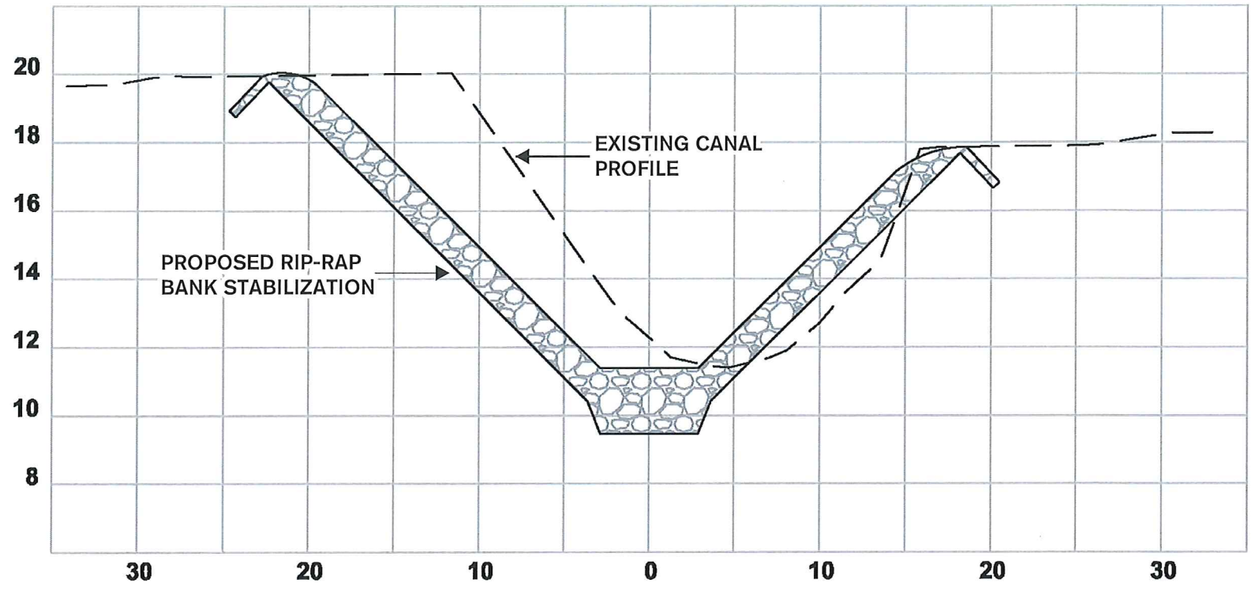
NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

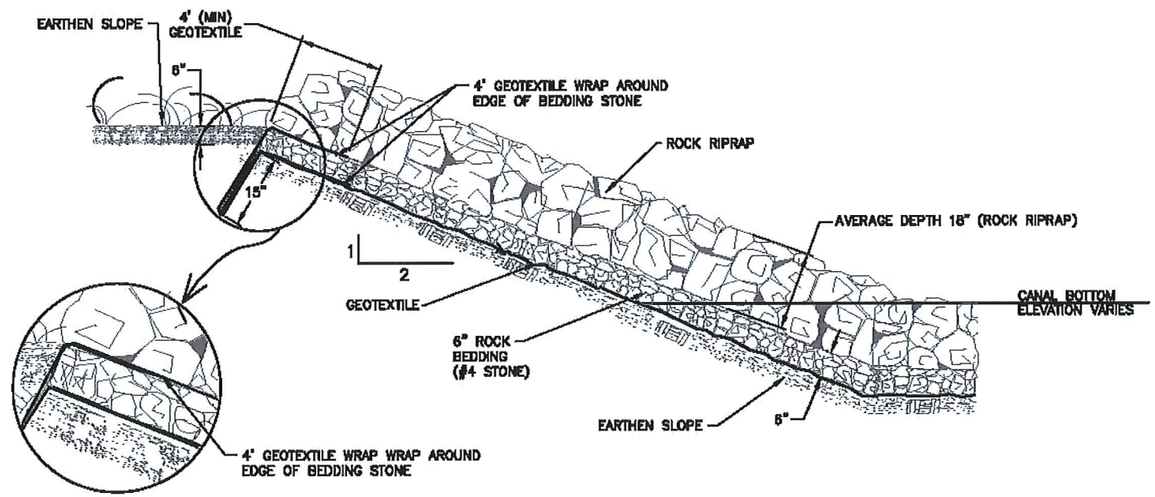
Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.





TYPICAL CANAL CROSS-SECTION

1" = 20' (horizontal) 1" = 10" (vertical)

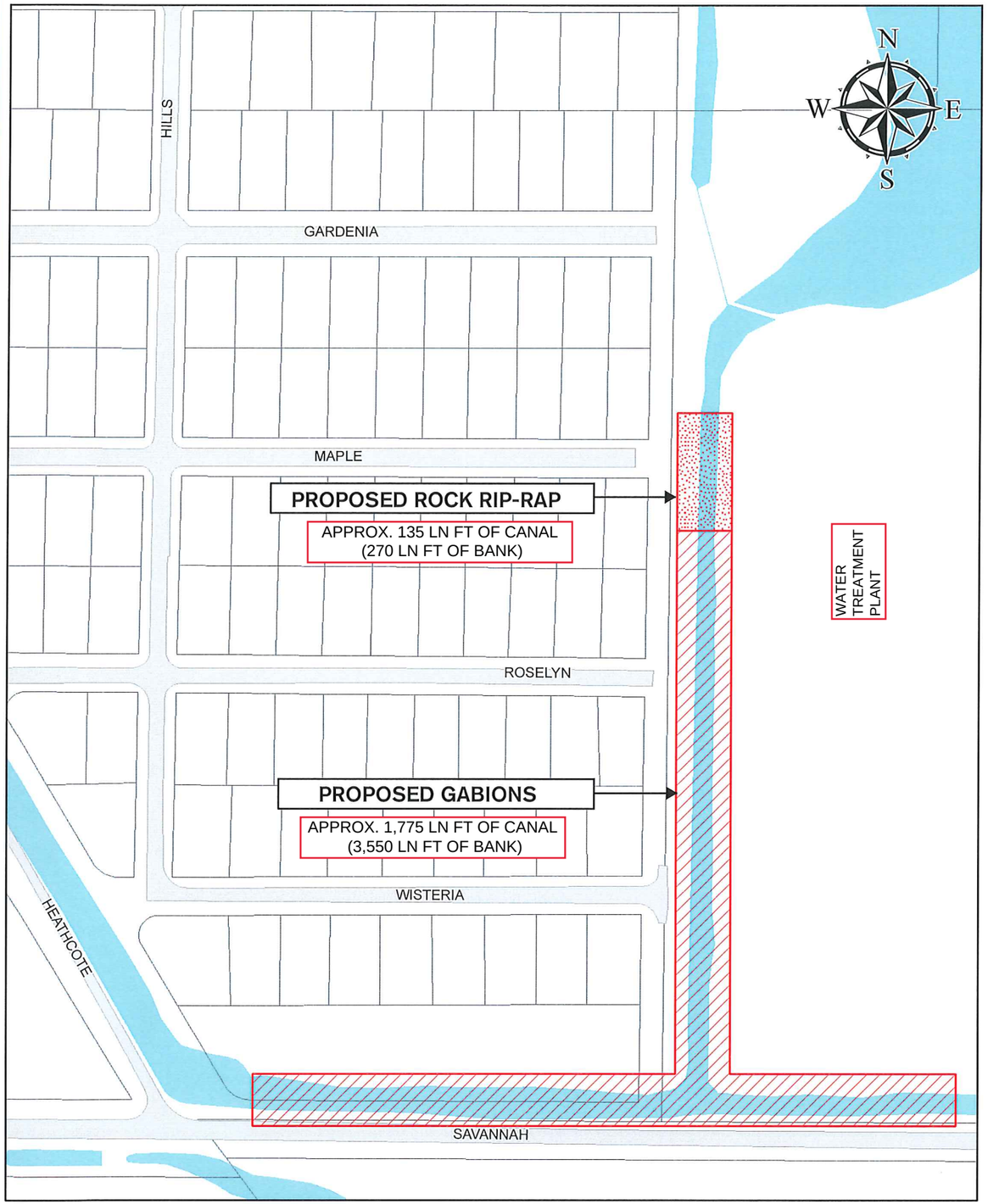


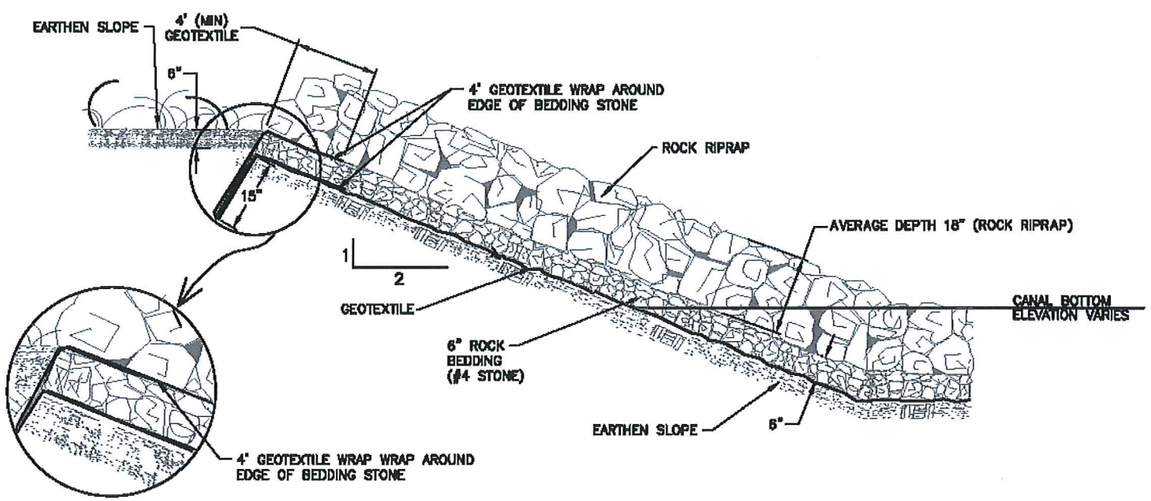
TYPICAL ROCK RIPRAP DETAIL

SCALE: NONE

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

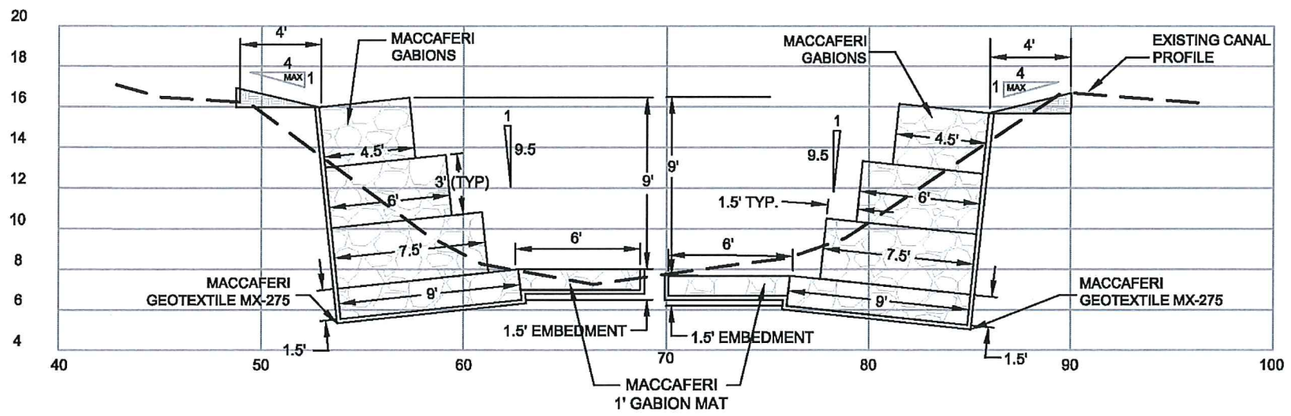
MAYFLOWER CANAL DETAIL SHEET





TYPICAL ROCK RIPRAP DETAIL

SCALE: NONE



TYPICAL CANAL CROSS SECTION WITH GABIONS

MACCAFERRI GABION WALL

THE SUNRISE CITY
FORT PIERCE
ENGINEERING DEPARTMENT
Florida

VIRGINIA AVENUE CANAL DETAIL SHEET

City Commission Regular Meeting **11.b.**

Meeting Date: 05/21/2018

Re: Approval to Submit Grant Application to Florida Division of Cultural Affairs for Sunrise Theatre

Submitted For: John Wilkes, Executive Director, Sunrise Theatre

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SUBJECT:

Approval to Submit Grant Application to Florida Division of Cultural Affairs for Sunrise Theatre for General Operating Support Grant in the amount of $150,000.

SUMMARY:

Grant applications are being accepted by the Florida of Department of Community Affairs. The deadline for submission is June 1, 2018. With assistance from the Grant Administration Division, the Sunrise Theatre is applying for a $150,000 grant to increase marketing and promotion efforts as we implement a dynamic sustainability plan designed to help bolster and expand our ability to present musical and theatrical productions throughout the 2019-20 program year and into perpetuity.

RECOMMENDATION:

Approve request to submit grant application

ALTERNATIVES:

Do not approve grant application

RESPONSIBLE STAFF:

Sharon Engle, Interim Director, Sunrise Theatre
Libby Woodruff, Grant Administration Manager

COORDINATED WITH:

Libby Woodruff, Grants Administration Manager
Anne Satterlee, Marketing Coordinator, Sunrise Theatre

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2020
Account:	40600003340000
Amount:	150,000

OTHER INFORMATION:

Income from State grant.

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 05:17 PM

Form Started By: Anne Satterlee
Started On: 05/15/2018 03:28 PM
Final Approval Date: 05/16/2018

City Commission Regular Meeting **11.c.**

Meeting Date: 05/21/2018

Re: Lot Clearing Lien - 321 N 15th Street

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Waive interest and penalties in the amount of $152.58 associated with the Lot Clearing Lien against 321 N 15th Street, Ft. Pierce, FL. Property ID #2409-510-0032-000-0 owned by Marcos Calderon, % E. Clayton Yates, 426 Avenue A, Ft. Pierce, FL contingent upon payment of $231.97 payable within 30 days.

SUMMARY:

Mr. Calderon purchased the property by Quit Claim Deed and was unaware of these issues at time of purchase. Mr. Calderon has cleaned up the property and has pulled all permits properly to do the work. The property is rented and Mr. Caleron intends to keep the property occupied and cared for. Mr. Calderon asks that the city reduce the fees back to hard costs which the city need to pay, so that he may afford to pay off this debt and continue to maintain the property. He intends to purchase title insurance on the property and needs all defects cleared.

RECOMMENDATION:

Staff recommends waiving the interest and penalties in the amount of $152.58 leaving a balance of $231.97 payable in 30 days.

Recommendation is based on the fact Mr. Calderon has been working diligently with the City to keep the property in compliance and rented out.

ALTERNATIVES:

1. Deny request.
2. Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk.

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager.
Kathy D'Arton, Accounts Receivable.

Fiscal Impact

Budgeted Y/N: 2018

Amount: 231.97

OTHER INFORMATION:

$231.97 to the general fund.

Attachments

Tax Card
Request
Breakdown

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 04:49 PM

Form Started By: Colleen Greer Started On: 04/27/2018 08:17 AM
Final Approval Date: 05/15/2018

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 321 N 15th ST	Parcel ID: 2409-510-0032-000-0	Account #: 21517	Sec/Town/Range: 09/35S/40E
Map ID: 24/09B	Zoning: R4	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

Marcos Calderon

2984 Valentina WAY
Ceres, CA 95307-7276

Legal Description

KILLER`S S/D BLK B LOTS 8 AND 9 (OR 3630-2859; 3692-486; 3837-2976: 3916-2253)

Current Values

Just/Market:	$44,800	Assessed:	$44,800
Exemptions:	$0	Taxable:	$44,800

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$44,800	$44,800	$0	$44,800
2016	$40,500	$36,520	$0	$36,520
2015	$33,200	$33,200	$0	$33,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
09-23-2016	3916 / 2253	0111	QC	Masterson Michael B G	$55,000
02-17-2016	3837 / 2976	0111	QC	Oceanside Land Holdings Fourteen LLC	$100
11-17-2014	3692 / 0486	0111	QC	Beachfront Investments Inc,	$100

Primary Building Information

Finished Area of this building: 1,020 SF
Gross Area of this building: 1,766 SF

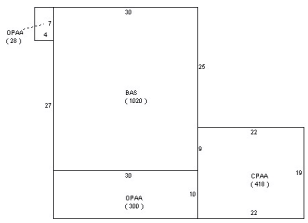
Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: HD+
Year Built: 1936	Frame:	Grade: D+	Effective Year: 1970
Primary Wall: Wood/Sheath	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors: Double Pine





Total Areas

Finished/Under Air (SF):	1,452
Gross Area (SF):	2,198
Land Size (acres):	0.36
Land Size (SF):	15,500
Total Building Count:	2

Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	720	1936
CHAINLINK 4'	1	260	1995

This information is believed to be correct at this time but it is subject to change and is not warranted.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLITION LIEN

Date: 4/25/18					
Property address:	321 N. 15th Street				
Owner(s) of record:	Marcos Calderon,				
Mailing address:	c/o E. Clayton Yates, 426 Avenue A, Fort Pierce				
Property tax ID #:	2409 - 510 - 0032 - 000/0				
Original purchase date:	9/23/16	Original purchase price:	55,000.00		
Property is used for:	☑ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	E. Clayton Yates for Marcos Calderon	Relationship to owner(s)	Attorney		
Telephone #:	772 461 5020	Mobile phone #:			
E-mail:	cyates@feeyateslaw.com	Preferred contact method:	any		
What are owner(s) intentions for property:	To Keep occupied and/or rental use				
Are there current code violations?	☐ No	☑ Yes	Explain: (please attached notice) Will be complete by hearring date		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☑ No	☐ Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc)	$ 131.97
Administrative fees	$ 100.00
Interest	$ 127.16
Penalties	$ 25.42
TOTAL AMOUNT DUE TO CITY	$ 384.55
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 152.58
DOLLAR AMOUNT I AGREE TO PAY	$ 231.97

Signature of Owner or Representative

4/24/18
Date

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 321 N. 15th Street Fort Pierce

Property Owner: Marcos Calderon

Mailing Address: c/o E. Clayton Yates 426 Avenue A Fort Pierce

Telephone #: 772 461-5020 Cell Phone #: _____

E-Mail Address: cyates@feeyateslaw.com

Is the property in compliance? yes If no, please explain in the narrative of your request.

the property is in compliance w/ this current violation. There is an issue with a fence post, which is being worked on w/ Heather and will be completed by date of hearing.

I, Marcos Calderon by E. Clayton Yates, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

Mr. Calderon purchased the property by Quit Claim Deed and was unaware of these issues at time of purchase. Mr. Calderon has cleaned up the property and has pulled all permits properly to do the work. The property is rented and Mr. Calderon intends to keep the property occupied and cared for.

Mr. Calderon asks that the city reduce the fees back to hard costs which the city needed to pay, so that he may afford to pay off this debt and continue to maintain the property Mr. Calderon intends to purchase title insurance on the property, and needs all defects cleared.

Signed: _____ Date: 4/25/18

Print Name: E. Clayton Yates

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority E. Clayton Yates who acknowledged before me that the information contained herein is true and correct. He or She is / is not ~~personally known~~ to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 25 day of April, 20 18.

_____
Notary Public, State of Florida

SARAHBETH PESTA
Commission # GG 088118
Expires March 28, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	321 N. 15th Street, Fort Pierce

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☑ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative — Date: 4/25/18

COFP – APPLICATION PROCESS DETERMINATION

☒ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and does not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Comments:

City Representative — Date: 4/25/18

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: **LOT CLEARING LIEN REDUCTION**
Address: 321 N 15th Street, Fort Pierce, FL
Parcel ID#: 2409-510-0032-000-0
Owner: Marcos Calderon

DATE: May 21, 2018

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Lot Clearing Lien	$131.97	$152.58	$100.00
TOTAL	$131.97	$152.58	$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	$252.58
CANNOT BE WAIVED (ALL LOT CLEARING COSTS)	$131.97
	$384.55

City Commission Regular Meeting **11.d.**

Meeting Date: 05/21/2018

Re: Demolition Lien - 321 N 15th Street

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Waive interest and penalties in the amount of $3783.52 associated with the Demolition Lien against 321 N 15th Street, Ft. Pierce, FL. Property ID #2409-510-0032-000-0 owned by Marcos Calderon, % E. Clayton Yates, 426 Avenue A, Ft. Pierce, FL contingent upon payment of $3032.00 payable within 30 days.

SUMMARY:

Mr. Calderon purchased the property by Quit Claim Deed and was unaware of these issues at time of purchase. Mr. Calderon has cleaned up the property and has pulled all permits properly to do the work. The property is rented and Mr. Caleron intends to keep the property occupied and cared for. Mr. Calderon asks that the city reduce the fees back to hard costs which the city need to pay, so that he may afford to pay off this debt and continue to maintain the property. He intends to purchase title insurance on the property and needs all defects cleared.

RECOMMENDATION:

Staff recommends waiving the interest and penalties in the amount of $3783.52 leaving a balance of $3032.00 payable in 30 days.

Recommendation is based on the fact Mr. Calderon has been working diligently with the City to keep the property in compliance and rented out.

ALTERNATIVES:

1. Deny request.
2. Determine alternative amount.

RESPONSIBLE STAFF:

Colleen Greer, Code Enforcement Clerk

COORDINATED WITH:

Margaret Arraiz, Code Compliance Manager
Kathy D'Arton, Accounts Receivable

Fiscal Impact

Budgeted Y/N: 2018

Amount: 3032.00

OTHER INFORMATION:

$3,032.00 to the general fund.

Attachments

Tax Card
Request
Invoice
Breakdown
power of att

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 04:50 PM

Form Started By: Colleen Greer Started On: 04/27/2018 10:19 AM
Final Approval Date: 05/15/2018

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 321 N 15th ST	Parcel ID: 2409-510-0032-000-0	Account #: 21517	Sec/Town/Range: 09/35S/40E
Map ID: 24/09B	Zoning: R4	Use Type: 0100	Jurisdiction: Fort Pierce

Ownership

Marcos Calderon

2984 Valentina WAY
Ceres, CA 95307-7276

Legal Description

KILLER`S S/D BLK B LOTS 8 AND 9 (OR 3630-2859; 3692-486; 3837-2976: 3916-2253)

Current Values

Just/Market:	$44,800	Assessed:	$44,800
Exemptions:	$0	Taxable:	$44,800

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2017	$44,800	$44,800	$0	$44,800
2016	$40,500	$36,520	$0	$36,520
2015	$33,200	$33,200	$0	$33,200

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
09-23-2016	3916 / 2253	0111	QC	Masterson Michael B G	$55,000
02-17-2016	3837 / 2976	0111	QC	Oceanside Land Holdings Fourteen LLC	$100
11-17-2014	3692 / 0486	0111	QC	Beachfront Investments Inc,	$100

Primary Building Information

Finished Area of this building: 1,020 SF
Gross Area of this building: 1,766 SF

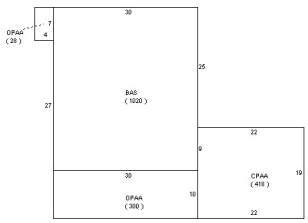
Exterior Data

View:	Roof Cover: Fibrglss Shg	Roof Structure: Gable	Building Type: HD+
Year Built: 1936	Frame:	Grade: D+	Effective Year: 1970
Primary Wall: Wood/Sheath	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	A/C %: 0%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 0%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors: Double Pine





Total Areas

Finished/Under Air (SF):	1,452
Gross Area (SF):	2,198
Land Size (acres):	0.36
Land Size (SF):	15,500
Total Building Count:	2

Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	720	1936
CHAINLINK 4'	1	260	1995

This information is believed to be correct at this time but it is subject to change and is not warranted.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF
LOT CLEARING OR DEMOLITION LIEN

Date: 4/25/18					
Property address:	321 N. 15th Street, Fort Pierce				
Owner(s) of record:	Marcos Calderon				
Mailing address:	c/o E. Clayton Yates 426 Ave A, Fort Pierce				
Property tax ID #:	2409-510-0032-000/0				
Original purchase date	9/23/16	Original purchase price:	55,000.00		
Property is used for:	☒ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	E. Clayton Yates	Relationship to owner(s)	Attorney		
Telephone #:	772 461 5020	Mobile phone #:			
E-mail:	cyates@feeyateslaw.com	Preferred contact method:	any		
What are owner(s) intentions for property:	To keep it occupied and/or rental use				
Are there current code violations?	☐ No	☑ Yes	Explain: (please attached notice) Will be complete by hearing date		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☒ No	☐ Yes	If yes, what is the sale price		

City incurred charges (lot clearing, demolition, etc)	$ 2932.00
Administrative fees	$ 100.00
Interest	$ 3153.28
Penalties	$ 630.24
TOTAL AMOUNT DUE TO CITY	$ 6815.52
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 3783.52
DOLLAR AMOUNT I AGREE TO PAY	$ 3032.00

Signature of Owner or Representative — Date 4/25/18

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Colleen Greer (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 321 N. 15th Street Fort Pierce

Property Owner: Marcos Calderon

Mailing Address: c/o E. Clayton Yates 426 Avenue A, Fort Pierce

Telephone #: 772 461 5020 Cell Phone #: _____

E-Mail Address: cyates@feeyateslaw.com

Is the property in compliance? Yes If no, please explain in the narrative of your request.

The property is in compliance w/ this current violation. There is an issue w/ a fence post, which is being worked on w/ Heather and will be complete before the hearing.

I, Marcos Calderon by E. Clayton Yates, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

Mr. Calderon purchased the property by Quit Claim Deed and was unaware of these issues at time of purchase. Mr. Calderon has cleaned up the property, and has pulled all permits properly to do the work. The property is rented and Mr. Calderon intends to keep the property occupied and cared for.

Mr. Calderon asks that the city reduce the fees back to hard costs which the city needed to pay, so that he may afford to pay off this debt and continue to maintain the property. Mr. Calderon intends to purchase title insurance on the property, and needs all defects cleared.

Signed: _____ Date: 4/25/18

Print Name: E. Clayton Yates

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority E. Clayton Yates who acknowledged before me that the information contained herein is true and correct. He or She is / is not ~~personally known~~ to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 25 day of April, 2018.

Sarahbeth Pesta

Notary Public, State of Florida

SARAHBETH PESTA
Commission # GG 088110
Expires March 28, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	321 N. 15th Street, Ft. Pierce

I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☒ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative

Date 4/25/18

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and does not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Comments:

Margaret Tolmasz

City Representative

4/25/18

Date

INVOICE

CITY OF FORT PIERCE FINANCE DEPARTMENT
100 NORTH U S 1
P O BOX 1480
FORT PIERCE, FL 34954-1480

(561) 460-2200

TO: DREHER ENTRPRS OF FT PIERCE
308 S 30 ST
FT PIERCE, FL 34947-7205

INVOICE NO: 8260
DATE: 8/01/00

10/5700

1333 370

CUSTOMER NO: 206 CUSTOMER TYPE: DM/ 4738

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	ASBESTOS ABATEMENT	2,932.00	2,932.00
	*** *** *** *** *** *** *** *** ***		
	ADDRESS: 321 N 15 ST		
	TAX ID #: 2409-510-0032-000/0		
	PERFORMED BY: BEST-TEC ASBESTOS, INC		
	RESOLUTION #: 99-173 12/20/99		
	*** *** *** *** *** *** *** *** ***		
	THIS INVOICE MUST BE PAID WITHIN 30 DAYS OR A LIEN WILL BE FILED AGAINST THE PROPERTY. IF NOT PAID WITHIN 30 DAYS, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER YEAR FROM THE ORIGINAL INVOICE DATE.		
	*** *** *** *** *** *** *** *** ***		
1.00	ADMINISTATION/DEMO	100.00	100.00

COPY

TOTAL DUE: $3,032.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/01/00 DUE DATE: 8/31/00 DREHER ENTRPRS OF FT PIERCE

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FORT PIERCE FINANCE DEPARTMENT
100 NORTH U S 1
P O BOX 1480
FORT PIERCE FL 34954-1480

INVOICE NO: 8260
CUSTOMER NO: 206 CUSTOMER TYPE: DM/ 4738

TERMS: NET 30 DAYS AMOUNT: $3,032.00

RECEIVING

PURCHASE ORDER

CITY OF FORT PIERCE, FLORIDA

CITY HALL - P.O. BOX 1480
FORT PIERCE, FLORIDA 34954
(561) 460-2200

FOR PROMPT PAYMENT SEND INVOICES TO:
CITY OF FORT PIERCE
ATT: FINANCE DEPARTMENT
P.O. BOX 1480
FORT PIERCE, FL 34954

VENDOR
BEST-TEC
ATTN: GREG LEINCHERT
6930 BARBOUR ROAD
WEST PALM BEACH, FL 33407

SHIP TO
CITY OF FORT PIERCE
BUILDING & CODE DEPT
100 NORTH U.S. 1
FORT PIERCE, FL 34950

DATE	DELIVERY DATE	VENDOR NUMBER	F.O.B.	TERMS	PURCHASE ORDER #
06/23/00	06/23/00	30493	DEST	NET/30	005016

QUANTITY	U/M	DESCRIPTION	STOCK NUMBER	UNIT COST	AMOUNT
1	EA	ABATEMENT OF 321 N. 15TH STREET		2932.0000	2932.00
				TOTAL	2932.00

REMARKS:
IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN BID NO. I-771.
COMMISSION APPROVED 6/19/00
VENDOR INFORMATION: CONTACT GREG KLEINRICHERT @ 561-684-6664.

RECEIVED JUL 31 2000 FINANCE DEPT.

RECEIVED BY: _____ DATE: _____

TAX NUMBER 66-020-177385-4C

NA
GELENCIA CARTER

TERMS & CONDITIONS
PLEASE READ CAREFULLY

1 – THE RIGHT IS RESERVED TO CANCEL THIS ORDER IF NOT FILLED WITHIN THE CONTRACT TIME, IF SPECIFIED.
2 – THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING.
3 – ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS STATED.
4 – INVOICES AND PACKAGES MUST BEAR THIS ORDER NUMBER.
5 – THE CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
6 – PLEASE FORWARD ALL INVOICES TO FINANCE DEPARTMENT.
7 – PURCHASE ORDERS EXCEEDING FIVE HUNDRED DOLLARS MUST BEAR TWO SIGNATURES.

CITY ACCOUNT CODE NUMBER: 001-2902-524.34-40

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMORANDUM

TO: The Honorable Mayor and Members of the City Commission

THROUGH: Nicholas Mimms, City Manager

FROM: Colleen Greer, Code Enforcement Clerk

SUBJECT: **DEMOLITION LIEN REDUCTION**
Address: 321 N 15th Street, Fort Pierce, FL
Parcel ID#: 2409-510-0032-000-0
Owner: Marcos Calderon

DATE: May 21, 2018

The following is a breakdown of the above property:

Description	Costs (General Fund)	Interest & Penalties	Administrative Fees
Demolition Lien	$2932.00	$3783.52	$100.00
TOTAL	$2932.00	$3783.52	$100.00

CAN BE WAIVED (ALL INTEREST, PENALTIES, AND ADMIN. COSTS)	$3883.52
CANNOT BE WAIVED (ALL LOT CLEARING COSTS)	$2932.00
	$6815.52

E. Clayton Yates
E. Clayton Yates, P.A.
FEE, YATES & FEE, PLLC
426 Avenue
Ft. Pierce, FL 34950
Phone: 772-461-5020
Facsimile: 772-465-1886
cyates@feeyateslaw.com

AUTHORIZATION WITH POWERS OF ATTORNEY

The undersigned, MARCOS CALDERON, has retained the law office of E. CLAYTON YATES, P.A. to represent him in matters before the City of Fort Pierce. The undersigned further grants his attorney to act on his behalf in all matters necessary related to the property for which he was retained. The undersigned hereby grants E. CLAYTON YATES power of attorney to sign as attorney in fact for all matters necessary to cure defects and liens against said property further described as 321 N. 15th Street, Fort Pierce Florida.

Marcos Calderon

STATE OF FLORIDA
COUNTY OF SAINT LUCIE

The foregoing instrument was acknowledged before me this 19 day of April 2018, by MARCOS CALDERON, who is personally known to me or has produced his Drivers' License, No.: California DL, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of April, 2018.

Notary Public, State of Florida

SARAHBETH PESTA
Commission # GG 088118
Expires March 28, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

City Commission Regular Meeting **11.e.**

Meeting Date: 05/21/2018

Re: Paradise Park Street Lighting MSTU

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approve the refunding of fees paid for the Paradise Park Streetlights MSTU to property owners that were annexed into the City.

SUMMARY:

In 1982 the County created the Paradise Park Street Lighting District (SLD) to offer and fund street lighting in the Paradise Park neighborhood, which was changed to a MSTU in 2010. In 2006 the City began annexing properties in this area.though the annexations began in 2006; however from 2010 until the most recent taxable year, 2017, the residents continued to pay both taxes and the MSTU. As of 2017, the total number of properties annexed and paying the MSTU is 254.

RECOMMENDATION:

Approve refunding plan

ALTERNATIVES:

Amend the plan or disapprove the refunding.

RESPONSIBLE STAFF:

Johnna Morris, Director of Finance

COORDINATED WITH:

Nick Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2018

Amount: 88,160.00

OTHER INFORMATION:

The amount that may be refunded is $88,160, and will be funded from fund balance.

Attachments

Director of Finance Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/14/2018 04:22 PM
City Manager	Nick Mimms	05/15/2018 05:04 PM

Form Started By: Queen Thompkins
Started On: 05/09/2018 02:31 PM
Final Approval Date: 05/15/2018

THE SUNRISE CITY
FORT PIERCE
FINANCE DEPARTMENT
Florida

TO : Nick Mimms, City Manager

FROM : Johnna Morris, Director of Finance

RE : **Paradise Park Streetlights MSTU – Annexed Properties**

DATE : May 11, 2018

This memo is written as a follow-up to the discussion at the February 20, 2018, City Commission meeting regarding the Paradise Park annexations and the Streetlights MSTU with the county. After many discussions and research with the county, we have concluded that the County created the Paradise Park Street Lighting District (SLD) in 1982 as an annual assessment based on an ad valorem millage. In 2010, the calculation was changed to a non-ad valorem assessment and a MSTU was created and has remained until this present time.

In 2006, annexations into the City began and currently there are 254 properties annexed, of which 232 properties were annexed prior to 2010. As a result, from 2006 to 2010 the property owners paid both City taxes and the County SID and from 2010-2017 City taxes and the County MSTU. Should the City decide to refund the property owners for the fees paid, the amount that could be refunded is $88,159.51.

As a plan for refunding, it is suggested that we send letters to the property owners who were the owners at that time; the county has provided this information. The letter would inform them of our attempt to correct the error by offering a refund, which will need to be requested from the owner that paid the tax/fee at that time, by returning a notarized provided form. The owners will have 90 days to make claim for the refund, after which the City led refund period will cease.

This project will require a great amount of staff time and attention; currently there have been about 25 combined hours applied to this assignment. There are 254 annexed properties, but there are potentially 300 owners to be refunded. Though the county has provided a great deal of the information, the mailing of letters, verification and payment monitoring will have to be done. We will assign staff a certain number of hours per day to work on this project during the ninety-day period. Though tedious and time consuming, it can be done.

Should you need any further information please feel free to contact me.

City Commission Regular Meeting **11.f.**

Meeting Date: 05/21/2018

Re: City Attorney Employment Agreement Extension

Submitted For: James Messer, City Attorney, City Attorney

SUBJECT:

Approve an extension of the City Attorney Employment Agreement with a new expiration date of April 22, 2023 with the same terms and conditions.

SUMMARY:

The current City Attorney contract terminates on April 24th 2019. If either party gives written notice of termination or notice of non-renewal no later than January 24th 2019 the contract is terminated. In order to ensure a commitment by both parties to an uninterrupted continuation of the employment agreement the City Attorney seeks a four year extension of the current agreement. The extension does not change any other terms and conditions of the current agreement.

RECOMMENDATION:

Approve the extension

ALTERNATIVES:

Deny the extension

RESPONSIBLE STAFF:

City Attorney

COORDINATED WITH:

N/A

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2019

Account: NA

Amount: NA

FISCAL IMPACT:

NA

Attachments

City Attorney Employment Agreement Extension

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/11/2018 03:58 PM
City Manager	Nick Mimms	05/15/2018 04:56 PM

Form Started By: James Messer
Started On: 05/08/2018 11:44 AM
Final Approval Date: 05/15/2018

CITY OF FORT PIERCE, FLORIDA

JAMES M. MESSER
CITY ATTORNEY

EMPLOYMENT AGREEMENT EXTENSION

THIS EMPLOYMENT AGREEMENT EXTENSION (the "Extension") is entered into as of the _____ day of _____, 2018 (the "Effective Date"), by and between the City of Fort Pierce, Florida ("City"), a municipal corporation, and James M. Messer ("Messer").

WHEREAS, the parties entered into an Employment Agreement on March 21, 2016 (the "Original Agreement") attached hereto as Exhibit A;

WHEREAS, the Original Agreement expires on April 24, 2019;

WHEREAS, the parties desire to extend the Original Agreement for an additional four (4) years from the expiration date;

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound hereby, agree as follows:

1. Term. The term of the Original Agreement is hereby extended for four (4) years and shall continue in full force and effect through and including April 24, 2023.

2. Continuation of Original Agreement. All the remaining terms and conditions of the Original Agreement not in conflict with this Extension shall remain in full force and effect for the term.

3. Entire Agreement. This Extension, together with the Original Agreement, constitutes the entire agreement between City and Messer with respect to the subject matter of this Extension.

IN WITNESS WHEREOF, the parties have executed this Extension as of the Effective Date.

CITY OF FORT PIERCE, FLORIDA:

Attest:

Linda Hudson, Mayor

Linda Cox, City Clerk

EMPLOYEE:

James M. Messer, City Attorney

City Commission Regular Meeting **11.g.**

Meeting Date: 05/21/2018

Re:

SUBJECT:

Approval of the technical specifications in preparation of the issuance of an RFP for the operation of Little Jim Bait and Tackle.

SUMMARY:

At the direction of the Mayor and Commission, staff has drafted the attached technical specifications in preparation of the issuance of an RFP for the operation of Little Jim Bait and Tackle upon termination of the existing lease.

RECOMMENDATION:

Direct staff to take any necessary actions to execute the desire of the Mayor and Commission.

ALTERNATIVES:

Modify the specifications or take no action.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Nicholas Mimms, City Manager
James Messer, City Attorney
Johnna Morris, Finance Director

Attachments

Technical Specifications
Existing Lease
Exhibit B
Messer Memo of02.23.2018
Messer Memo 03.09.2018
Map of Parcel
Building Official Report

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	05/16/2018 04:29 PM

Form Started By: Linda Cox Started On: 05/14/2018 05:22 PM
Final Approval Date: 05/16/2018

DRAFT 4/27/2018

Request for Proposals
Little Jim's Bait and Tackle

Executive Summary

The City of Fort Pierce is seeking proposals for the operation and redevelopment of Little Jim's Bait and Tackle. Currently, Little Jim's Bait and Tackle is being operated as a bait and tackle shop, deli, bar, marina and marine fueling station.

The City is open to any and all proposals for property improvements, renovations, and reconstruction which incorporate the historic significance, character and style of the property.

Property Description

Location: Little Jim's Bait and Tackle is located at 601 North Causeway Drive, Fort Pierce, FL and described as Parcel ID: 1434-100-0000-020-9. The property contains approximately .34 acres and improvements of 860 square feet under air. The parcel is also known as 106 N Causeway Drive. See sketch attached.

Utilities: The property is served by St. Lucie County Utilities for commercial water. The site is not- currently served by municipal sewer but service may be available from St. Lucie County Utilities. Electric is provided by Florida Power and Light.

Land Use/Flood Zone: The property is currently zoned OS2 – Conservation Open Space. The property is located within a special flood hazard area which may or may not have an impact on tenant's ability to secure flood insurance; please see report from the City's Building Official. The city makes no warranties as to the ability or extent to which improvements may be made.

Licenses: The property currently has a 2COP license – Beer and Wine for on premise consumption and package sales; FDEP license for marine fuel storage; Department of Agriculture and Consumer Services Annual Food Permit; FWC permit for retail saltwater products; and Dept. of Agriculture Weighing and Measuring Device Permit.

Encumbrances: The property is encumbered by an existing lease which expires on February 28, 2025, a copy of which is attached as Exhibit A.

The intent of the City is to improve the property for the public benefit. The short duration of the remainder of the current tenant's lease has the potential to discourage a potential tenant from investing resources in property improvements, renovations, and/or reconstruction. In order to accommodate the interests of the City in the economic

development of the property, as well as, provide the new tenant with the ability to obtain a return on the anticipated new investment, the City issues this proposal for a new ten (10) year or twenty (20) year lease with the option to renew for two (2) successive five (5) year terms with the mutual consent of both parties to the lease.

Any lease with a new tenant shall require negotiation and approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.

The existing lease, however, must be terminated in order to proceed with a new lease. The existing tenant has expressed an interest in terminating its lease by negotiating a buyout of the remainder of its lease with a prospective tenant. Because there is currently no legal bases for the City to unilaterally terminate the lease, the successful bidder must successfully negotiate a buyout with the current tenant within thirty (30) days of the City issuing its notice of its intent to award, though the City may reject any bids it deems unacceptable.

The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant. The City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.

Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.

Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void, unless the City extends such period.

Scope of Services/Specifications

The City of Fort Pierce ("City") is soliciting proposals from qualified operators to lease the site from the City to operate and redevelop Little Jim's Bait and Tackle as a bait and tackle shop, restaurant, bar, marina and marine fueling station. The site is depicted on the attached sketch.

The Operator shall be responsible for the day-to-day operation and management of the facilities, and all activities therein, in accordance with all applicable regulations, licensure, ordinances and industry standards for similar facilities. The existing lease expires February 28, 2025.

The objective of this Request for Proposals (RFP) is to award a lease to an operator who will be required to accomplish the following:

- Provide a destination restaurant with a distinctive menu that will draw people to the City of Fort Pierce for a memorable experience;
- Incorporate the historic significance, character and style of the property into any new construction.
- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting destination;
- Construct new restroom facilities and connect to municipal sewer at the sole expense of the successful bidder.
- Secure proper state licensing for restaurant services.
- Bring property into compliance with all current development regulations, including grease traps, commercial kitchen facilities, ADA, stormwater, parking, and other regulations required for restaurant and marina operations, if required.

Special Conditions

All proposals must include specific acknowledgment and acceptance of the special conditions set forth below. Such acknowledgment and acceptance must be in the form provided in Exhibit B which includes a waiver of liability and indemnification provision in favor of the City.

By imposition of these conditions, the City's sole and exclusive intent is in improving property for the benefit of the public and attracting a bidder that is encouraged to invest resources in property improvements, renovations, and/or reconstruction.

A. The property is currently encumbered by the attached lease which expires on February 28, 2025.

B. The current tenant has expressed a desire to terminate its lease early contingent upon a buyout of the remainder of its lease.

C. Any lease between the City and a new tenant shall be negotiated and require approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.

D. In an effort to encourage economic development, accommodate the reasonable expectations of a successful bidder of a return on investment and because no early termination right of the City currently exists, the award of this bid is contingent on the successful bidder negotiating a buyout with the current tenant within (30) days of the City issuing its notice of its intent to award.

E. The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant.

F. The City acknowledges the constitutional prohibition against using its credit or influence to benefit a private entity; thus the City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such

buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.

G. Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.

H. Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void.

The response for the RFP should include the following information:

1. Identify desired time period of a new lease, renewal options and proposed rental rate;
2. Description of the concept planned for restaurant operations, marina operations, retail sales, fuel sales and any other services intended to be provided at site;
3. Include the proposed hours of operation for all services;
4. Provide a sample menu showing the type of food to be served (i.e. breakfast, lunch, dinner and/or after dinner) with expected pricing information;
5. Note the hours during which each meal will be served;
6. Note whether alcoholic beverages will be served and if so, describe how such service will be integrated into the operations;
7. Note if entertainment is planned as part of restaurant operations and if so describe the type of entertainment and likely schedule;
8. Describe in detail any improvements anticipated for the property including structural enhancements, renovations, equipment, furnishings etc.;
9. Include a timeline for all proposed improvements;
10. Include estimate budget for all intended improvements;
11. Include a general business plan for all operations and describe any plans for advertising or promoting operations to the public.
12. Evidence of insurance coverage for the operation of the restaurant, marina and tackle shop will be required prior to opening;
13. Name, addresses and telephone number of the proposer/lessee;
14. Complete resume of ownership and all principal personnel to be involved in the management and operation of the facility;
15. Evidence of personal experience of the lessee and principal personnel specifically with the management and operation of similar facilities;
16. Financial statement of the prospective lessee indicating sufficient resources available for successful promotion, management and operation of the facility; and
17. Names, addresses and telephone numbers of at least (3) three references of individuals with direct knowledge of the experience of the lessee and principals involved in restaurant management and operation.
18. Acknowledgement and acceptance of the special conditions and waiver of liability

as set forth in Exhibit B.

Evaluation Criteria:

1. Business Plan
2. Site Improvement Plan
3. Itemized list of physical improvements
4. Ability to successfully incorporate the historic significance, character and style of the property into proposed improvements.
5. Demonstrated ability to properly finance proposed site and physical improvements
6. Qualifications and Experience of Proposer.
7. Related experience in the City of Fort Pierce.
8. Past contracts with the City or other governmental agencies.
9. Timeline
10. Proposed monthly fee or revenue share
11. References

Attachments:

Existing Lease
Acknowledgment and Acceptance of Special Conditions, Waiver of Liability, and Indemnification Agreement
Building Official Report
Sketch of Property
PASLC Property Card

City of Fort Pierce
Florida

Office of the City Clerk
City Hall, 100 North US 1
P.O. Box 1480 Fort Pierce, FL 34954-1480
(772) 467-3052 • www.CityOfFortPierce.com

April 23, 2015

Little Jim's Bait & Tackle, Inc.
Richard A. King
6502 Santa Clara Blvd.
Fort Pierce, FL 34951

Re: Lease Extension

Dear Mr. King:

Enclosed is a fully executed Lease Extension between Little Jim Bait and Tackle, Inc. and the City of Fort Pierce which was approved at the April 20, 2015 meeting of the Fort Pierce City Commission. The lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015. I have retained an original for the official city files.

If you have any questions, please don't hesitate to contact me.

Very truly yours,

Linda W. Cox
City Clerk

cc: Nicholas Mimms, Deputy City Manager (w/o attachment)

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ___ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, (**"LANDLORD"**), and **LITTLE JIM BAIT AND TACKLE, INC.** a Florida corporation organized under the laws of Florida with its principal address at601 North Causeway Drive, Fort Pierce, Florida, (**"TENANT"**).

WHEREAS, the Landlord and Tenant entered into a five (5) year Lease Agreement for the parcel generally referred to as "Little Jim Fish Camp", Fort Pierce, Florida, attached hereto as Exhibit "A", commencing on March 1, 2010; and

WHEREAS, TENANT and LANDLORD have mutually agreed to a ten (10) year lease extension as provided under said Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, and the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

1) The Lease term shall be extended for an additional ten (10) year period, commencing on March 1, 2015.

2) Portions of Section 7 Insurance of the Lease are updated and modified as follows:

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those endorsements which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the

most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11 (Additional Insured – Managers or Lessors of Premises ~~Owners, Lessees, or Contractors~~). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$500,000	Marina Operators Legal Liability
$500,000	Protection and Indemnity
$500,000	General Aggregate
$500,000	Products/Completed Operations Aggregate
$500,000	Personal and Advertising Injury
$500,000	Each Occurrence

3) All other terms and conditions of the Lease shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.

CITY OF FORT PIERCE, a municipal corporation, **LANDLORD**

Attest:

Linda W. Cox
Linda Cox, City Clerk

By: Linda Hudson
Linda Hudson, Mayor

Approved as to Form and Correctness:

Robert V. Schwerer, Esq.
City Attorney

LITTLE JIM BAIT & TACKLE, INC., a Florida Corporation, **TENANT**

By: Richard A. King
Richard A. King, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **Richard A. King, as President of LITTLE JIM BAIT & TACKLE, INC.** to me known to be the person described in and who executed foregoing document and who has produced drivers license as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of ~~March,~~ April 2015.

Linda W. Cox
Notary Public, State of Florida at Large
My Commission expires:_____

LINDA WRIGHT COX
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF052403
Expires 9/9/2017

LEASE AGREEMENT FOR LITTLE JIM PROPERTY

THIS LEASE AGREEMENT is entered into this 25TH day of MAY, 2010, having an effective date of March 1, 2010, by and between the **CITY OF FORT PIERCE,** a municipal corporation within the territorial limits of St. Lucie County, Florida (hereinafter "LANDLORD") whose address is 100 North U.S. 1, Fort Pierce, Florida 34950; and **LITTLE JIM BAIT & TACKLE, INC.,** a Florida corporation (hereinafter "TENANT"), whose business address is 601 North Causeway Drive, Fort Pierce, Florida 34949.

WITNESSETH:

WHEREAS, the Landlord is the owner of land, building and certain improvements located on a barrier island on the southeast side along the waterway, generally known as Little Jim's located at 601 North Causeway Drive, Fort Pierce, Florida 34949 (the "Demised Premises") which is more fully depicted and described on Exhibits "A-1" and "A-2" attached hereto; and

WHEREAS, the TENANT has been selected by the City Commission of City of Fort Pierce through a competitive selection process as the operator and lessee of the Demised Premises; and

WHEREAS, the TENANT has agreed to operate and improve the Demised Premises in accordance with this Lease; and

WHEREAS, the Lease of the Demised Premises to TENANT by Landlord shall be subject to all existing zoning and building restrictions and regulations and any provisions and clauses set forth herein.

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 shall be five (5) years commencing March 1, 2010, to and including February 28, 2015 to be followed by a conditional option to renew for a ten 10 year term, provided the TENANT shall at all times remain in full compliance with all terms and conditions of this Lease and that TENANT shall have completed all required improvements. In the event TENANT shall complete the

EXHIBIT
tabbies
"A"

improvements in Schedule "A" within the first three (3) years of the original term, TENANT shall be entitled to the optional ten (10) year renewal term.

TENANT shall furnish LANDLORD with a minimum of six (6) months written notice of its intention to exercise this option prior to the expiration of the initial term. Acceptance of such option by LANDLORD shall be conditioned upon compliance as provided herein.

2. **DEMISED PREMISES.** The Demised Premises consists of an approximate eight hundred eighty (880) square foot, more or less building formerly known as LITTLE JIM FISH CAMP, together with ground level deck, and 200 linear feet of dock walkway providing approximately 470 linear feet of dockage, located at the southeast side of the DOT bridge on Alt. A1A known as Little Jim Bridge as depicted on Exhibits "A-1" and "A-2, attached hereto and incorporated herein by reference.

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 amounts and manner set forth herein:

(a) from the commencement hereof through March 31, 2011 the sum of $1,600 due upon the 1ST day of each month;

(b) commencing April 1, 2011 ,through March 31, 2012 $1,800 per month due upon the 1ST day of each month.

(c) commencing April 1, 2012 through March 31, 2015 the sum of $2,000 per month due upon the 1ST day of each month.

(d) During the optional renewal period and commencing the first day of the first year of the optional renewal lease term, rent shall be readjusted, modifying the current term rent for the year by an amount equal to (100%) of the Annual "Unadjusted Percent Change" in the Consumer Price Index (CPI), for "United States City Average" for the previous year as published by the Bureau of Labor Statistics, for the month in which the first year of the optional lease term begins. For each change of one (1) index point in the CPI, rent shall be adjusted by a factor of 1.0%.

Any adjustments shall take effect at the end of the twelfth month of the year preceding the first day of the first month of the new lease year and will be further adjusted each twelve (12) months thereafter. Said adjustment will be based on the most recent CPI indices available immediately prior to the adjustment date.

LANDLORD shall notify TENANT of the adjusted rent due based on the preceding method of adjustment, and TENANT shall promptly pay the same. If LANDLORD shall notify TENANT of such adjusted rent subsequent to the payment of any rent for such lease year, upon the first day of the month immediately following the receipt of such notice, TENANT shall pay the amount due for the months during such lease year as to which rent without such adjustment had previously been paid. Such adjusted rent shall not, under any circumstances, result in a reduction of the previous year's rent.

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 **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 property, sales, use, excise and rental taxes levied, assessed by or payable to any governmental agency, body or taxing authority for or on account of this Lease.

TENANT shall also be responsible for and pay any ad valorem and non ad valorem taxes which are assessed upon the property leased by TENANT, assessed by the taxing authority during TENANT's usage and lease of the property.

TENANT shall pay prior to delinquency all taxes assessed and levied upon the trade fixtures, furnishings, equipment, inventory and all other personal property of TENANT contained in the leased premises or elsewhere.

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 fish camp with related facilities and amenities including bait and tackle shop, dockage, basic boat supplies, snacks, food & beverages, including patio,

casual dining, with minimum hours of operation to vary by season, holidays and related factors seven days per week. TENANT agrees to operate no less than 8 hours per day, weather permitting. TENANT further agrees that it will offer breakfast and casual lunch and dinner during selected months. TENANT shall have the right to determine its business hours within the above perimeters and as provided herein.

TENANT further acknowledges the need for the continuous and regular operation, 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.

7. INSURANCE. TENANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

As evidence of compliance with the insurance required herein, TENANT shall furnish CITY with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY' s members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies); or

(c) other evidence satisfactory to CITY.

All policies should be endorsed to provide thirty (30) days written notice of cancellation to CITY for all coverages. Until such insurance is no longer required by this Contract, TENANT shall provide CITY with renewal or replacement evidence of insurance prior to the expiration or termination of such insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by CITY, TENANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified, complete copy of the policies of insurance providing the coverage required.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the City of Ft. Pierce and its officials, officers and employees scheduled thereon.

Marina Operators Insurance

Such insurance shall include coverage for marina operators' legal liability, protection and indemnity, and commercial general liability. The commercial general liability coverage shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 500,000	Marina Operators Legal Liability
$ 500,000	Protection and Indemnity
$ 500,000	General Aggregate
$ 500,000	Products/Completed Operations Aggregate
$ 500,000	Personal and Advertising Injury
$ 500,000	Each Occurrence

Liquor Liability Coverage

Such insurance shall cover liability of TENANT arising out of the sale of alcoholic beverages on the Demised Premises and in the course of their business. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 500,000 General Aggregate

$ 500,000 Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 500,000 Each Occurrence - Bodily Injury and Property Damage Combined

Pollution Legal Liability Insurance

If TENANT engages in fueling operations, TENANT shall procure and maintain insurance applicable to TENANT's liability resulting from pollution or other environmental impairment arising out of, or in connection with such fueling operations including the use of any storage tanks. Such coverage shall include coverage for clean-up of pollution conditions and 3rd party bodily injury and property damage claims arising from pollution conditions.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 500,000 per claim

$ 500,000 aggregate

The CITY and the CITY's officials, officers, agents and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the pollution

liability policy shall be $25,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of TENANT and TENANT shall pay on behalf of the CITY or CITY's officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

Property Insurance

The CITY shall have no responsibility to maintain property insurance on any of TENANT's property. It shall be the sole responsibility of TENANT to maintain property insurance coverage on the building and improvements on the Demised Premises and all contents of such buildings. If TENANT elects to maintain such coverage on TENANT's buildings and contents, such coverage shall be paid for by TENANT. LANDLORD consents to TENANT obtaining such coverage.

In the event TENANT obtains property insurance coverage on the building and improvements, LANDLORD shall be named as an additional insured; provided, however, that should the Demised Premises be damaged by fire or other insured casualty, and the improvements on the Demised Premises are capable of being repaired or rebuilt, all insurance proceeds shall be utilized for the costs to repair and rebuild. In the event the buildings and improvements cannot be repaired or rebuilt, or in the event the costs thereof exceed the available insurance proceeds, all insurance proceeds from losses of any structures shall be paid as follows: (a) to TENANT if during the first four (4) years of this Lease; (b) to LANDLORD during the last year of the initial term,;; (c) to TENANT during the first five (5) years of the subsequent or renewal term; (d) seventy five percent (75%) to TENANT and twenty five percent (25%) to LANDLORD during years six (6) through eight (8) of the subsequent or renewal term; and (e) one-half (1/2) to TENANT and one-half (1/2) to LANDLORD during years nine (9) and ten (10) of the subsequent or renewal term.

General Conditions

The insurance provided by TENANT shall apply on a primary basis to, and shall not require any contribution from, any insurance, or self-insurance, maintained by the CITY, or its officials, officers and employees.

Except as provided herein or where prior written approval has been obtained from

CITY hereunder, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Agreement will be allowed. To the extent there is any deductible or self-insured retention applicable to any required insurance, TENANT shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of CITY, or its officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of TENANT. Any remedy provided to the CITY by the insurance provided by the TENANT shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of TENANT) available to the CITY under this Agreement or otherwise.

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

8. USE OF PREMISES. TENANT will use and occupy the premises solely as a dockage facility with attendant amenities, including bait and tackle shop, snack bar, casual restaurant in a rustic old Florida style.

a) TENANT may seek to obtain subject to applicable regulations, licensure for retail sales of beer and wine for on-premises and off-premises consumption. TENANT represents it currently has beer and wine license including off-premises consumption. LANDLORD acknowledges TENANT may seek to obtain a license to serve a full-line of alcoholic beverages for on-premises consumption. TENANT shall provide copies of all liquor license records to LANDLORD upon request.

b) TENANT specifically agrees not to conduct its business in a manner that disturbs the quiet enjoyment of any nearby residents and agrees to conduct its business in compliance with all applicable laws.

c) TENANT further agrees to:

1) 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 by any State or Federal law, regulation, or agency; and

2) to make no alterations or additions to the Demised Premises except as set forth herein, without the prior written consent of LANDLORD, and

3) to forbid overnight stays, including live-aboard persons on any docked or moored vessel; and

4) 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 and other facilities; not to destroy, deface, damage, impair or remove any part of the Demised Premises or property therein belonging to LANDLORD; and

5) to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not constitute a breach of the peace; and

6) to surrender the Demised Premises at the termination of this Lease in as good state and condition reasonable use and wear permitted.

d) TENANT shall have the right, subject to approval of LANDLORD to adopt reasonable rules and regulations applicable patrons, customers and members of the public in utilization of the Demised Premises which may include one or more of the following or similar rules:

(1) Limitation of patrons, customers and members of the public, bringing food and beverages from off site for consumption on Demised Premises, that have not been purchased or acquired from TENANT, including unlicensed alcoholic beverages provided that no limitation shall prevent patrons, customers, or members of the public from consuming such food or beverages on their private vessels or watercraft or the immediate vicinity thereof.

(2) Reserving the right to refuse access to the Demised Premises to any person whose actions, threats, possession of any weapons or obvious impairment poses a threat to persons or property.

(3) Usage of Dockage Agreement approved by Landlord.

(4) Service of any food or beverages including alcoholic beverages consistent with State of Florida requirements for protection of TENANT's liquor license.

(5) Hours of operation, as approved by LANDLORD, including usage of dockage, docks and piers.

9. MAINTENANCE AND REPAIR. TENANT shall at all times maintain its facility(s), and all appurtenances thereof in a condition and appearance in keeping with the intent of the parties, in compliance with all local, state and federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement, if necessary) docks, piers, walkways, exterior and interior walls, roof, exterior and interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, 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.

It is anticipated that TENANT will need to install certain improvements and equipment at the Demised Premises which may include a second story, tiki, decking, kitchen equipment, electrical and plumbing fixtures which will become a part of the Demised Premises. See Schedule "A" attached.

If any repairs required to be made by TENANT hereunder are not commenced and proceeded with due diligence 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%) 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 facility(s) and business in a tasteful manner in accordance with the intent of the parties so as to enhance the image and appearance of the facility.

10. ALTERATIONS. Except as provided herein, 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.

TENANT undertakes and covenants to perform certain alterations, upgrades, improvements and additions to the Demised Premises during the term hereof which are set forth and outlined on Schedule–"A" attached hereto. TENANT shall commence the improvements listed on Schedule "A" in no particular sequence within 90 days of the date hereof and shall complete all improvements listed on Schedule "A" within the initial term hereof.

11. 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 water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities.

12. **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.

13. **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 casualty and; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD and TENANT 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.

In such event, TENANT shall have ninety (90) days to present a plan to rebuild the Demised Premises and provide evidence of sufficient funding, including insurance proceeds.

14. **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 use and occupancy of the leased premises, or due to the negligent, reckless, or intentionally wrongful acts of Tenant or because of fire, flood, wind storm, acts of God, or for any other reason, including the negligent, reckless, or intentionally wrongful acts of third persons on the premises, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligent acts or omissions. TENANT hereby agrees to defend indemnify and save harmless LANDLORD, its officers, employees,

representatives and agents from and against any and all loss, damage, claim, demand, liability, cost or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the 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 occupancy including, but not limited to, LANDLORD's attorney's fees and costs, both at trial and appellate levels; provided TENANT shall have the right to designate and employ all counsel, including joint counsel for both LANDLORD and TENANT thereby accepting any tender of defense. This provision shall be deemed satisfied if any insurance provides a defense and is an additional named insured. If there is no insurance coverage TENANT shall provide a defense at its costs, with counsel that is reasonably acceptable to LANDLORD.

15. **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.

16. **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 proposed facilities shall contain language incorporating the foregoing provision. Consent by LANDLORD to one or more assignments or subletting 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(s) and structures comprising 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.

17. **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, with intent to so abandon and not the result of a casualty.

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 in default if TENANT commences such cure within said ten (10) 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 of both 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.

18. **REMEDIES UPON DEFAULT.** 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, subject to LANDLORD's obligation to mitigate damages.

(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) 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 thereof, 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 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 by 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 fifteen (15) days after written notice by TENANT to LANDLORD, specifying wherein LANDLORD has failed to perform such obligations provided, however, that if the nature of LANDLORD's obligation is such that more than fifteen (15) days are required for performance, LANDLORD shall not be in default if LANDLORD commences performance within such fifteen (15) 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. 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 (5%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs LANDLORD will incur by reason of the late payment of TENANT.

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 the TENANT by reason of destruction of or damage to any such property. Such property shall not

be removed therefrom without 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 mortgagee 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: LITTLE JIM'S BAIT & TACKLE, INC., Richard A. King, 6502 Santa Clara Boulevard, Fort Pierce, Florida 34951, with a copy to ROBERT J. GORMAN, ESQ., 1209 Delaware Avenue, Ft. Pierce, FL 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 facilities 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 March 1, 2010.

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 to 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.

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

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 premises 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. §404.046(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. **INSPECTION.** LANDLORD or its agents shall have the right to enter the

any other purpose not inconsistent with the terms and provisions of this Lease.

30. **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.

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

32. **LEASE NOT RECORDABLE.** Neither this Lease nor any notice of memorandum thereof, except such instrument as maybe required by LANDLORD from TENANT shall be recorded in any public records.

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 leased 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:

Cassandra Steele, City Clerk

LANDLORD
CITY OF FORT PIERCE
By:

Robert J. Benton, III, Mayor

Date: May 25 2010

APPROVE AS TO FORM
AND CORRECTNESS

By:
Robert V. Schwerer, Esq.
City Attorney

City Attorney

WITNESSES AS TO TENANT

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

TENANT:
LITTLE JIM BAIT & TACKLE, INC.

By: Richard A. King
Richard A. King, President

Date: 5-3-10

WITNESSES AS TO GUARANTOR:

Timothy M. McGuire
Print name

Kimberly Thompson
Kimberly Thompson
Print name

GUARANTOR:

RICHARD A. KING and RITA KING

Richard A. King

Rita K King
Rita A. King

GUARANTEE

THE UNDERSIGNED, as Guarantor, guarantees all of the obligations of the TENANT under that certain Lease dated the day of March, 2010, between **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, as LANDLORD, and, **LITTLE JIM BAIT AND TACKLE, INC.**, a Florida Corporation, as TENANT, for the Demised Premises identified therein and located at 601 North Causeway Drive, Fort Pierce, FL 34949, 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 day of March, 2010.

WITNESSES:

Print name

Print name

GUARANTOR:
RICHARD A. KING and RITA KING

Richard A. King

5-3-10
Rita King

Date: Rita King

EXHIBIT "A-1"

The Demised Premises is legally described as:

35 34 40 FROM NW COR OF SEC RUN S 89 DEG 49 MIN 01 SEC E 1556.56 FT, TH S 00 DEG 10 MIN 59 SEC W 1908.70 FT TO POB, TH N 58 DEG 59 MIN 38 SEC E 166.32 FT, THS 75 DEG 40 MIN 00 SEC E 200 FT, TH S 54 DEG 07 MIN 50 SEC W 159.37 FT TO HIGH WATER/VEG MARK, TH MEANDERING SD HW MARK SWLY 218.96 FT MIL, TH N 35 DEG 54 MIN 18 SEC W 72.65 FT, TH N 32 DEG 50 MIN 14 SEC E 76.58 FT TO POB

as generally depicted on the aerial, Exhibit "A-2"

SCHEDULE "A"

TENANT agrees to remove existing concrete boat ramp, which is in disrepair, and improve access area to same with additional parking subject to the City's Land Development Regulations.

TENANT agrees to remove all sunken vessels from the leased portion of the demised property and construct additional pitched-roof decking with outdoor seating to the southwest subject to the City's Land Development Regulations.

TENANT agrees to install new fuel pumping and storage facilities with at least gasoline stations subject to all Federal, State and Local codes and regulations.

TENANT agrees to construct at least five (5) additional boat slips on the leased portion of the demised property subject to all Federal, State and Local codes and regulations.

M:\HOLD\LITTLE JIM BAIT.dwg

CITY OF PORT PIERCE
DEPARTMENT OF ENGINEERING

A PARCEL OF LAND TO BE LEASED
TO LITTLE JIM BAIT & TACKLE SHOP

DATE: 6-9-98
SCALE: 1" = 20'
DRAWN:

No.	DATE	BY	REVISIONS

SHEET 1 OF 1

EXHIBIT
"A-2"

EXHIBIT B

Acknowledgment and Acceptance of Special Conditions, Waiver of Liability, and Indemnification Agreement

The undersigned hereby acknowledges and agrees that it understands and agrees to the following special conditions of this request for proposal.

By imposition of these conditions, the City's intent is in improving property for the benefit of the public and attracting a bidder that is encouraged to invest resources in property improvements, renovations, and/or reconstruction.

A. The property is currently encumbered by the attached lease which expires on February 28, 2025.

B. The current tenant has expressed a desire to terminate its lease early contingent upon a buyout of the remainder of its lease.

C. Any lease between the City and a new tenant shall be negotiated and require approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.

D. In an effort to encourage economic development, accommodate the reasonable expectations of a successful bidder of a return on investment and because no early termination right of the City currently exists, the award of this bid is contingent on the successful bidder negotiating a buyout with the current tenant within (30) days of the City issuing its notice of its intent to award.

E. The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant.

F. The City acknowledges the constitutional prohibition against using its credit or influence to benefit a private entity; thus the City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.

G. Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.

H. Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE AND HOLDS HARMLESS THE CITY OF FORT PIERCE,

ITS COMMISSION, INDIVIDUAL COMMISSIONERS, AND ANY EMPLOYEE, REPRESENTATIVE, OFFICER, AGENT, OF THE CITY OF FORT PIERCE, FLORIDA (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTION, JUDGMENTS, COSTS, EXPENSES, COURT COSTS, ATTORNEY FEES AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY THAT MAY BE SUSTAINED BY THE UNDERSIGNED, OR TO ANY PROPERTY BELONGING TO THE UNDERSIGNED INCURED EITHER AS A RESULT OF RESPONDING TO THIS REQUEST FOR PROPOSAL OR NEGOTIATING, ENTERING INTO, OR FAILURE TO ENTER INTO ANY AGREEMENT REGARDING A BUYOUT OF THE REMAINDER OF THE CURRENT LEASE WITH THE CURRENT TENANT OF THE PROPERTY (HEREINAFTER REFERRED TO AS "ACTIVITIES").

THIS RELEASE ENCOMPASSES ANY FORM OF NEGLIGENCE WHETHER CAUSED BY THE SOLE, COMPARATIVE OR GROSS NEGLIGENCE OF THE RELEASEES, CURRENT TENANT OR OTHERWISE.

THE UNDERSIGNED FURTHER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, DEMANDS, LIENS, LIABILITIES, JUDGMENTS OR COSTS, INCLUDING COURT COSTS AND ATTORNEY FEES, THAT THEY MAY INCUR DUE TO THE UNDERSIGNED'S PARTICIPATION IN SAID ACTIVITIES, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART BY ANY ACTION OR FAILURE TO ACT, NEGLIGENCE, BREACH OF CONTRACT, OR OTHER MISCONDUCT ON THE PART OF RELEASEES, THE CURRENT TENANTS OR OTHERWISE.

The undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN SIGNING THIS AGREEMENT, the undersigned ACKNOWLEDGES AND REPRESENTS THAT the undersigned has read the foregoing Acknowledgment and Acceptance of Special Conditions, Waiver of Liability and Indemnification Agreement, understands it, has had an opportunity to consult with counsel of the undersigned's choice and signs it voluntarily as its own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and the undersigned executes this Agreement for full, adequate, and complete consideration fully intending to be bound by same.

_____

CONTRACTOR NAME

_____

SIGNATURE DATE

_____

NAME AND TITLE

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO : Nicholas C. Mimms, P.E., City Manager

FROM : James M. Messer, City Attorney

RE : Little Jim's Bait & Tackle

DATE : February 23, 2018

The attached draft of a request for proposal for the "Assumption of Option on and Extension to Lease" of Little Jim's Bait & Tackle located at N Causeway Dr seeks to provide for the successful bidder to assume the current lease of the current tenant which expires on March 1, 2025, provides for an extension of the lease for an additional thirteen (13) years, and requires certain construction to be completed during that time period.

This office's review is limited to the legality of such an RFP and not to the substance of the specific conditions in the proposal. Although there is no legal objection to such a structured proposal, it appears to be less complicated to simply go out for bid for a new 20 year lease with construction requirements. It should also be noted that any lease greater than one (1) year should comply with the attached City policy.

Despite this office's lack of legal objection to structuring an RFP in such a manner, it defers to the Purchasing Department for review, comment and formatting to comply with the City's governing procurement laws.

Additionally, this office defers to the City's and Purchasing's decision regarding the proposal for current tenant's involvement in the selection and negotiation process, but such a provision would appear to be unusual.

Finally, because the proposal includes construction, it is recommended that it be routed to the Planning, Building, Engineering and Public Works Department for input once it is determined that the City Commission desires to seek such bid.

"Acknowledged"
2/23/18

RECEIVED
TIME
FEB 23 2018
CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Attachment

cc: Linda Cox, City Clerk
Johnna Morris, Finance Director
Gelencia Carter, Purchasing Manager

POLICY FOR THE DISPOSITION OF CITY-OWNED REALPROPERTY OR LEASES GREATER THAN ONE YEAR.
(*See also* City Charter, Sections 13(a) and (b)*)

1. The City Manager or appointed designee will identify any real property to be declared surplus for disposal.

2. Prior to being declared surplus property and offered for sale, the Procurement Department will receive a signoff from City departments within 10 days of receipt indicating that there is no existing or future use for said property.

3. All real property to be sold or leased must be declared surplus by the City Commission via Resolution at a public meeting.

4. All real property must have an appraisal prior to sale. The appraisal of the property should not be older than 360 days unless approved by the City Manager.

5. In accordance with the Charter, Section 13(a), notice of any proposed sale or lease of surplus property shall be published once a week for two (2) consecutive weeks in some newspaper of general circulation published in the said city, calling for bids for the lease or purchase of the real estate so advertised to be leased or sold.

6. Such notice, and any additional notices used to solicit bids including an RFP, advertising/marketing tools, and real estate listings, shall clearly state all terms and conditions or factors that will be considered when evaluating bids, including but not limited to:

- Any price or terms and conditions the City Commission shall deem proper;
- Detailed statement regarding proposed use for the property;
- Economic impact;
- Job creation;
- Timeline for any and all development, renovations, repairs and/or demolition;
- Statement that any proposed use conforms to all land development regulations and building codes, or any variances required;
- Any proposed deed restrictions, reversionary clauses, and/or covenants; and
- Any deposit or surety bond to be given with each bid submitted in such form and in such amount as required by the City Commission.

7. Upon receipt of any bids, and in accordance with City Code, Chapter 2, Section 2-223(4), the bids shall be submitted to the Planning Board for its recommendation, provided, however, the City Commission shall have authority to overrule the disapproval of the board on any such proposal.

8. Any bid, along with the Planning Board recommendation, shall be presented to the City Commission for final approval. Per the Charter, Section 13(a), the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted unless the City Commission shall reject any and all bids.

9. After approval by City Commission all information is forwarded to the Title Company for preparation of the deed and the closing. Originals returned to City Clerk. Copies of all the documents are forwarded to Purchasing and Finance.

*This policy applies to the sale or lease of certain city owned real property to a private individual or entity, and does not apply to: (1) the exchange of property by the City for other real or personal property owned by another (*see* Charter, § 13(c)); (2) the conveyance or lease of property to the United States of America, or any department or agency thereof, the State of Florida or any political subdivision or agency thereof, or any Florida municipality (*see* Charter, § 13(d)); or (3) to the types of dispositions outlined in the Charter, Sections 13(e) through (g).

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

CITY ATTORNEY USE ONLY

Date Received:	02/16/2018 CU
Assigned To:	
File:	
Due Date:	02/20/2018
Hours:	

RECEIVED
FEB 16 2018
By

REQUEST FOR LEGAL SERVICES

TO: CITY ATTORNEY

SUBMITTED BY: KAITLYN BALLARD, ADMINISTRATIVE ASSISTANT KMB

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER NCM

RE: Little Jim's Bait & Tackle

DATE: FEBRUARY 16, 2018

Service Required: (please circle or underline)

Review Documents	**Draft Document**	**Written Opinion Requested**
Attend Meetings	**Advise**	**Other:**

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Please review the attached document sent by Robert J. Gorman & Associates P.A. regarding Little Jim's Bait & Tackle.

2. **Discussion of the implications and the possible impact if not apparent from preceding information**: This request originates from documentation sent to the City Manager's Office from Little Jim's Bait & Tackle's Attorney.

3. **Time considerations and their significance:** Please review documents at your earliest convenience.

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** (e.g., purchasing approval, Commission Approval at [date] Regular Meeting, finance approval.)

5. **Factual background:** (Outline the facts related to the underlying matter to provide context for the request.)

   - Location
   - Phase of Construction
   - Parties Involved

6. List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

- Letter from Robert J. Gorman & Associates P.A. regarding Little Jim's Bait & Tackle.

7. Identify prior legal assistance on this or a related matter and the attorney who handled it:

8. If this is a request for review of a contract, provide the following:

a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** (This office is not responsible for reviewing either the accuracy or value of the business terms and conditions or product specifications of the contract as agreed upon between the department and contractor. However, this office is available to negotiate the terms as desired by the City upon request.)

b. **Insurance requirements that differ from the City's template insurance terms:** (The department should consult with the Risk Manager for each contract to determine whether there are any special insurance requirements.)

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

ROBERT J. GORMAN & ASSOCIATES, P.A.

A Professional Association
1209 Delaware Avenue
Fort Pierce, Florida 34950-4049
(772)465-5311 / (772)465-5722 Fax
COURT FILINGS ONLY - courtdocs@rjgpa.com and support@rjgpa.com

Robert J. Gorman, Esquire ● bob@rjgpa.com

□ U.S. Mail □ Fax Transmission @ ___:___ #_____ ( )	Pages ____	□ Certified Mail □ Overnight Delivery □ Hand Delivery □ E-mail □ Pick Up

February 12, 2018

RECEIVED
TIME_____

FEB 12 2018

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Nick Mimms
City Manager
100 N. U.S. Highway 1
Fort Pierce, FL 34950

RE: **Little Jim's Bait & Tackle**

Dear Mr. Mimms:

This office represents Little Jim's Bait & Tackle in connection with the ongoing efforts to obtain city approval of its assignment of its remaining lease term to a successful bidder of that and extended lease on the premises currently leased by Little Jim's Bait & Tackle from the City of Fort Pierce. I know that you are familiar with Richard and Rita King who had meetings with you, Commissioners and others in the city pertaining to this matter before my involvement.

In working with them in this, I have visited with most of the Commissioners and others and have quoted a proposal that I understand had earlier been raised by one of the Commissioners.

It is my understanding that you are making time available on February 15th to meet with Mr. and Mrs. King. I hope to attend that as well but due to prior commitments, it will depend upon the time that the meeting is set. In case I do not make it to the meeting, but more importantly to present something to you prior to that meeting and perhaps have the Little Jim's matter and bid process placed on the upcoming agenda for the City Commission at its February 20th, 2018 meeting.

The request for proposal that we are asking the city to advertise and seek would be as to the assignment and assumption of the existing lease hold interest, together with and extension of

lease for an additional 13 years and a list of required works which would greatly expand, improve the facilities and, in my mind, most importantly, upgrade the sanitary facilities by constructing new bathrooms and connecting the facility to city sewer system; all at the cost of the successful bidder.

The advantage to the city in doing this is that it will see a much earlier improvement to that facility and particularly the shutting down of the septic system which the city can realize in a matter of months to a year as opposed to more than seven (7) years under the current lease and operation. It would be gain for all parties and assure the continued success of this locally historic place.

I have taken the liberty of preparing a basic request for proposals, patterned largely after the original for Little Jim's and added to it elements that the city can make as condition. In that manner the cities benefit of the connection to sewer and improved restroom facilities, parking lot improvement and storm water protection.

I look forward to working with you and the commission and staff towards a successful process and improvements that will not only enhance this historic location but provide environmental protections.

Very truly yours,

Robert J. Gorman

RJG/trm

REQUEST FOR PROPOSALS NO. ___
ASSUMPTION OF OPTION ON AND EXTENSION TO LEASE OF CITY OWNED PROPERTY, BUILDINGS & DOCKS
STATEMENT OF WORK

PURPOSE

The City of Fort Pierce, Florida (herein referred to as the "City") invites qualified parties to submit a Request for Proposal (RFP) for assumption/acquisition of Option on Existing Lease with extension for a multi-year lease with proposed uses a parcel of City owned property including buildings and docks, located south and east of State Highway A-1-A leading to the North Beach, and commonly known as Little Jim's.

Proposals are due on or before 3:00 PM, TUESDAY, MARCH ____, 2018. Eleven (11) complete sets of sealed proposals (one original and ten copies) should be mailed or delivered to:

Delivery Address
City of Fort Pierce
Procurement Dept., 1st Floor
100 North U.S. Highway 1
Fort Pierce, FL 34950

Mailing Address
City of Fort Pierce
Procurement Dept., 1st Floor
P.O. Box 1480
Fort Pierce, FL 34954-1480

CITY BACKGROUND

As one of the oldest communities on the east coast of Florida, Fort Pierce has borne witness to the changing tides of history, as well as the changing tides of the Atlantic Ocean, for over 104 years. The days of one-room log houses and quiet river commerce has given way to diverse possibilities as the City has grown to over 39,000 residents and encompasses 26 square miles (with expansion to 55 square miles in the future) and has three (3) major highways (Interstate 95, Florida Turnpike and U.S. Highway 1) which service our City. The echoes of the rural past can still be felt in the peaceful quality of the lives of our residents lead just a short distance from the hustle and bustle of both West Palm Beach and Orlando. Ours is a diverse yet neighborly community, embracing both the richness of our heritage and the promise of the future in St. Lucie County Downtown, within sight of the timeless waters of the Indian River Lagoon, affords our residents contemporary shopping and dining and a range of entertainment and activities.

Modern educational and research facilities, like top-ranked Indian River Community College, the $6 million Smithsonian Institute Research Center, Manatee Observation and Education Center, and Harbor Branch Oceanographic Institute, live in harmony with the completely renovated 1925 City Hall and the restoration and successful operation of the historic, 1,200 seat Sunrise Theatre, which serves as a regional performing arts center.

The community's vision for the future captures our rich, colorful history and blends it – beautifully – into the spirit of modern life.

SCOPE OF WORK

1. To enter into, assume and exercise an existing option on the current lease (7 years +/- remaining) and an extension of a multi-year lease with proposed uses of City owned land as described in the attached map with legal description. The current Lessee has constructed, reconstructed buildings, docks and premises and installed equipment and improvements that will remain on premises per lease effective dated March 1, 2010. Certain improvements and Works are to be incorporated and completed by the proposer.

Required Works Include:

1. Construct new bathrooms building.

2. Connect all facilities to municipal sewer facility (may require pumping to lift station off site).

3. Upgrade electrical and plumbing; install grease trap.

4. Construct commercial kitchen with commercial hood and appropriate accessories, and walk-in freezer.

5. Construct additional tiki(s)/deck to add approximately 200 additional seats.

6. Repair and extend existing docks.

7. Re-configure, improve parking to accommodate required for expanded seating.

Additional Optional Works:

(1) Landscaping improvements.

(2) Mosquito control facilities.

(3) Security systems.

(4) Negotiate with existing Lessee to obtain name, telephone number, website and Similar.

(5) Additional facilities, amenities and operations.

All works must maintain historical integrity of Little Jim's as a 'locals' place, laid-back old Florida; yet tourist friendly and a must-see destination.

The successful bidder will, on acceptance by City and current Lessee, purchase existing option on and assignment of current lease at higher of existing option price or bidder's option price offer.

The successful bidder will have an opportunity to negotiate with Little Jim's Bait & Tackle, Inc, for additional consideration, the acquisition of trade name, good will, telephone number, website, email address, current inventory, mementos of history of site and nearby areas.

Additional information related to existing lease, Lessee information, including opportunity to review premises and site facilities and conditions will be made available at pre-bid meeting.

A. The successful bidder will need to continue operation of "Little Jim's" as a bait & tackle shop, small marina, small grill/café, marine fuel dispenser subject to operating parameters relating to dates and hours of operation.

Any questions pertaining to this proposal must be submitted in writing seven (7) days prior to proposal opening to the attention of the Director of Procurement at the following address:

Director of Procurement
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax (772) 595-9948
Email: _____@ci.fort-pierce.fl.us

INSTRUCTIONS FOR PREPARING PROPOSALS

RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

A. Letter of Transmittal – This letter will summarize in a brief and concise manner, the proposer's understanding the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.

B. Organization Profile and Qualifications – The section of the proposal must describe the proposer, including the size, range of activities, etc. The proposer must emphasize its expertise in, and experience with, similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City of Fort Pierce with the resumes of the primary individuals. The proposal must also include recent and pertinent references, including contact name, telephone number and address.

C. General Information – The RFP shall include general information regarding the firm's experience relative to operation of proposed uses.

D. Scope of Work – This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products. A timeline for performance/completion of Work should be included.

E. Financial - The amount proposer offers to current Lessee for assignment and assumption of current lease with just under seven (7) years remaining, additional amounts proposer is offering City during remainder of term, additional term proposed, rental and other payments during extended multi-year lease extension.

(The proposer may use the included BID FORM)

F. Additional Data – Any additional information that the proposer considers pertinent for consideration should be included in a separate section of the proposal.

EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA

A. General – Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant, and the resulting final negotiated agreement. The City's decision in these matters shall be final and binding.

The City's evaluation will include, but shall not be limited to, consideration of the following:

1. Verification of availability of qualified personnel.

2. Past performance records from city or other cities where same services were provided with accomplished results.

3. Ability to meet set standards.

4. Qualifications of the Proposer/Bidder.

5. Expertise of human resources.

6. Experience.

7. Time frames and delivery dates.

8. Past contracts with the City.

9. Related experience in the City of Fort Pierce.

10. References.

Selection – The City of Fort Pierce shall evaluate the written proposals submitted by the firms regarding the proposed project and shall conduct discussions with, and may require presentations from qualified firms regarding their qualifications, and ability to furnish the required service.

BID FORM

Consideration to current Lessee for remaining Lease Term $_____

Other Considerations:

Additional consideration to City; if any, in addition to lease payments for remaining Lease Term $_____

Rental Payments to City for extensions of Current lease upon termination of current lease $_____

Proposed time line for completion of required Works

Construct new bathrooms/connect to sewer _____

Construct additional kitchen facilities _____

Construct additional Tiki/deck _____

Total additional seating _____

Repair/extend docks _____

Reconfigure/improve parking _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO : **The Honorable Mayor and Members of the City Commission**

FROM : **James M. Messer, City Attorney**

RE : **Little Jim's Bait & Tackle**

DATE : **March 9, 2018**

In order to ensure a complete analysis of the subject issue for the upcoming Conference Agenda, I have conducted a more detailed review of the potential terms of the proposed Request for Proposal (RFP) to supplement my previous memorandum of February 23rd, 2018.

At issue are two proposed terms of the RFP:

(1) A term that offers the successful bidder an opportunity to negotiate the purchase of the inventory of the current tenants.

(2) A term that permits the current tenants to participate in the evaluation and selection process by stating "[T]he successful bidder will, on acceptance by City and the current Lessee …."

As part of the review, I have consulted extensively with other municipalities, including a procurement expert. Although there does not appear to be a specific legal prohibition against the inclusion of the terms, the terms could be construed to be at odds with basic principles of fairness and arm's length business transactions.

Based on these discussions, I would recommend an extremely cautious approach to the inclusion of terms that would extend an opportunity to the successful bidder to either purchase the current tenant's inventory or to allow the current tenants to participate in the selection process. Those terms are subject to legal and ethical challenges because they serve little or no municipal purpose.

In regard to the purchase of the inventory, Florida Constitution, Article VII, section 10, prohibits a municipality from using its credit or influence to benefit a private entity. The purpose of this section is to protect public funds and resources from being exploited in assisting or promoting private ventures when the public would at most be incidentally benefitted.

A challenger to the bid award could well claim that the City used its authority and resources to benefit a private entity's interests by requiring the bidder to purchase the current tenant's inventory. Caution should be exercised to ensure that opportunity does not translate to requirement in the eyes of a prospective bidder.

As to the second issue regarding participation of the current tenants in the selection process, most municipalities prohibit any individual or entity with a financial interest in the results from participating in the reviewing, ranking and selection of proposals. As a practical example, a person who has placed a bet on the outcome of a sporting event is not permitted to referee the game. It, therefore, becomes less of a matter of law and more of a matter of fundamental fairness and ethics.

Similarly, the City's Code at section 2-72(b) states that "[i]t shall be unethical for any city employee to participate directly or indirectly in a procurement contract when the city employee knows that: (1) [t]he city employee or any member of the city employee's immediate family has a financial interest pertaining to the procurement contract."

The City should extend this principal to any participant in the procurement process with a financial interest in order to ensure that there is no unfair advantage; be it real or perceived.

Any participation by an individual with a financial interest in the procurement process exposes the City to a bid award challenge based on the real or perceived bias, prejudice and/or unfair self-interest of the participating individual because of that very same financial interest.

Alternatively, the City could include a provision in the RFP that would allow the successful bidder, at its option, to contract separately with the current tenant for the purchase of its inventory. The City should not, however, be a party to these negotiations or any resulting contract.

cc Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk
Johnna Morris, Finance Director



tabbies

EXHIBIT

"A-2"

M:\HOLD\LITTLE JIM BAIT.dwg

CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING	A PARCEL OF LAND TO BE LEASED TO LITTLE JIM BAIT & TACKLE SHOP	DATE: 6-9-08 SCALE: 1" = 30' DRAWN:	N W E S	No.	DATE	BY	REVISIONS	SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

MEMORANDUM

TO: **Nicholas C. Mimms, P.E., City Manager**

FROM: **Paul Thomas, CBO, CFM, Building Official**

RE: **Little Jim Bridge Inquiry**

DATE: **April 26, 2018**

In response to your inquiry regarding the Little Jim Bridge property being in a COBRA zone, please see the attached memorandum from our CRS Coordinator.

Should you have questions, please let us know.

PT/km

Enclosure

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TO : **Paul Thomas, CBO, CFM, Building Official**

FROM : **Kristie Kirstein, CFM, CRS Coordinator**

RE : **Little Jim Bridge Bait and Tackle**

DATE : **April 25, 2018**

The above-referenced property is located within a Special Flood Hazard Area (SFHA) and lies in an Otherwise Protected Area (OPA) which is part of the Coastal Barriers Resource System (CBRS). The Coastal Barriers Resource Act (CBRA) restricts federal programs that encourage development on coastal barrier islands.

- CBRS are areas predominantly comprised of privately owned areas intended to follow the geomorphic (cycle of erosion) development or cultural features.

- OPAs are predominantly comprised of conservation and/or recreation areas such as national wildlife refuges, state and national parks, local conservation areas and private conservation areas. Primarily for wildlife refuge, sanctuary, recreational, for natural resource conservation purposes.

The only restriction on properties in the OPA is the ability to obtain national flood insurance.

Existing buildings located in the OPA may be eligible for subsidized flood insurance under the National Flood Insurance Program if:

- The building was built prior to November 16, 1991.
- The building has not been substantially damaged or substantially improved after November 16, 1991. (Substantially damaged or improved is when the cost of reconstruction and/or addition to a structure equals or exceeds a sixty-month cumulative total of fifty (50) percent of the market value of the structure.)

New buildings or buildings that have been substantially damaged or substantially improved after November 16, 1991, would be subject to CBRA's flood insurance restrictions. However, structures being used in a manner consistent with the purpose for which the area is protected would be eligible for flood insurance i.e.:

- Park restrooms
- Visitor centers
- Other conservation/recreation facilities

While federal assistance such as federally regulated loans and disaster assistance are not prohibited in OPA's, some types of federal assistance programs require the recipient to purchase and maintain flood insurance.

In the case of Little Jim Bridge, the only restriction would be if the City or the lessee were to accept federal assistance in the form of a federal loan or disaster assistance. In this case, securing flood insurance through a private insurance company could be required (since federally funded flood insurance is not permissible) and could be very costly.

Due to the high cost of private flood insurance, it is our recommendation that a stipulation be placed in the lease agreement that if federal assistance is accepted by the lessee, it will be the lessee's responsibility to purchase and maintain flood insurance as required by the assistance program.

I researched how to possibly remove this property (and other similar properties) from the CBRS/OPA; however, the U.S. Fish and Wildlife expressed that their office would not recommend this property be removed from the boundaries of the CBRS.

The criteria for modifying the boundaries of the CBRS or OPA can only be revised by federal congressional action, with three (3) minor exceptions:

- The CBRA 5-year review requirement that solely considers changes that have occurred to the CBRS by natural forces such as erosion and accretion.
- Voluntary additions to the CBRS by property owners.
- Additions of excess federal property to the CBRS.

/KK

City Commission Regular Meeting **11.h.**

Meeting Date: 05/21/2018

Re: Waterfront Restaurant RFP Recommendation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval to authorize staff to enter into negotiations with Beachside Hospitality Group, the highest rank responder for Waterfront Restaurant RFP Bid #2018-010, for the redevelopment of the waterfront restaurant and bar at the city marina.

SUMMARY:

An RFP was issued on January 12, 2018 seeking proposals for the operation of a waterfront restaurant and bar located in Historic Downtown Fort Pierce at the Fort Pierce City Marina. A pre-proposal meeting was held on January 25th, a site visit of the existing facility was held on February 14th and bid submittals were due on March 1, 2018. The purchasing department determined there were 3 responsive proposals: Beachside Hospitality Group, Mulligan's Beach House Bar and Tiki Bar & Restaurant of Fort Pierce. The Evaluation Team is seeking approval to enter into negotiations with Beachside Hospitality Group for the redevelopment of the waterfront restaurant and bar at the city marina.

RECOMMENDATION:

Authorize staff to enter into negotiations with Beachside Hospitality Group.

ALTERNATIVES:

In accordance with City Charter, Sec. 13(a), reject all bids.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk
Johnna Morris, Finance Director
Rebecca Grohall, Planning Director
Peggy Arraiz, Code Compliance Manager
Danny Visconti, Golf Course Manager

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

OTHER INFORMATION:

TBD

Attachments

Recommendation
Cumulative Evaluation Tabulation
Beachside Submission
Mulligans Submission
Tiki Submission

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 04:46 PM

Form Started By: Linda Cox
Started On: 03/15/2018 01:51 PM
Final Approval Date: 05/15/2018

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Nicholas Mimms, City Manager

FROM : Linda W. Cox, City Clerk

RE : RFP – Waterfront Restaurant and Bar at City Marina

DATE : May 21, 2018

An RFP was issued on January 12, 2018 seeking proposals for the operation of a waterfront restaurant and bar located in Historic Downtown Fort Pierce at the Fort Pierce City Marina. A pre-proposal meeting was held on January 25th, a site visit of the existing facility was held on February 14th and bid submittals were due on March 1, 2018. The purchasing department determined there were 3 responsive proposals: Beachside Hospitality Group, Mulligan's Beach House Bar and Tiki Bar & Restaurant of Fort Pierce.

The evaluation team, consisting of Linda Cox, Johnna Morris, Rebecca Grohall, Peggy Arraiz and Danny Visconti, conducted unannounced site visits of existing facilities operated by the three bidders on March 27th, April 5th and April 10th. On April 17, 2018, the three responsive bidders made presentations to the evaluation team. Based upon the review of the proposals and presentations, the evaluation committee ranked the proposals as follows:

Beachside Hospitality Group – 481
Mulligan's Beach House Bar – 466
Tiki Bar & Restaurant of Ft Pierce – 402

The evaluation criteria included the following: business plan, site improvement plan, list of physical improvements, qualifications/experience of proposer, past contracts with city/government, timeline, proposed monthly fee/revenue share, related experience in Fort Pierce and reference; the cumulative evaluation tabulation sheet is attached.

The Evaluation Team is seeking approval to enter into negotiations with Beachside Hospitality Group for the redevelopment of the waterfront restaurant and bar at the city marina.

REQUEST FOR PROPOSALS NO. 2018-010
WATERFRONT RESTAURANT/BAR AT CITY MARINA
CUMULATIVE EVALUATION SHEET

	PROPOSERS		
EVALUATION CRITERIA	**Beachside Hospitality Group** *St. Petersburg, FL*	**Mulligan's Beach House Bar** *Stuart, FL*	**Tiki Bar & Restaurant of Fort Pierce, Inc.** *Fort Pierce, FL*
Business Plan **Points 75**	**75**	**56**	**50**
Site Improvement Plan **Points 75**	**72**	**67**	**40**
List of Physical Improvements **Points 50**	**47**	**50**	**33**
Qualifications/Experience of Proposer **Points 100**	**95**	**93**	**93**
Past Contracts with City/Gov't **Points 25**	**25**	**25**	**25**
Timeline **Points 50**	**47**	**46**	**17**
Proposed Monthly Fee/Revenue Share **Points 100**	**89**	**98**	**71**
Related Experience in COFP **Points 50**	**6**	**6**	**48**
References **Points 25**	**25**	**25**	**25**
TOTAL POINTS	**481**	**466**	**402**

COPY # 8

Beachside HOSPITALITY GROUP

RFP #2018-010 – City Marina Waterfront Restaurant Management and Operations



Crabby's DOCKSIDE Ft. Pierce, Florida

Crabby's DOCKSIDE Ft. Pierce, Florida

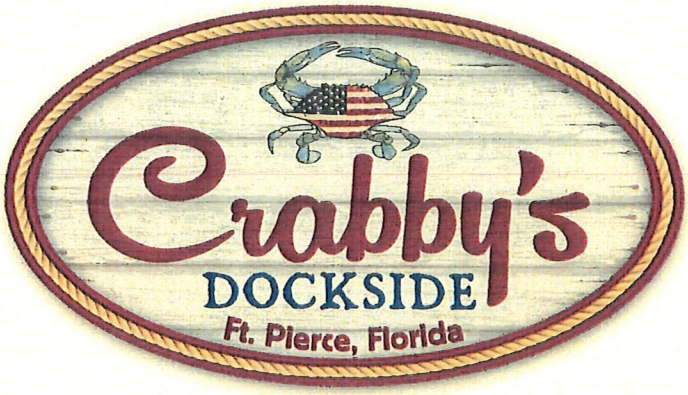


TABLE OF CONTENTS

SECTION 1: TRANSMITTAL ..... TAB 1

TRANSMITTAL LETTER 1
PROPOSER ACKNOWLEDGMENT FORM 2

SECTION 2: ORGANIZATIONAL PROFILE ..... TAB 2

RELEVANT EXPERIENCE 1
OWNERS RESUMES 3
OUR CURRENT LOCATIONS 5
ORGANIZATIONAL STRUCTURE 6
MINORITY PARTICIPATION 7

SECTION 3: SCOPE OF WORK ..... TAB 3

PROPOSED CONCEPT / BUILDING DESIGN 1
MENUS 3
Breakfast / Brunch 4
Lunch / Dinner 5
Drinks 7
OPERATING HOURS 8
MARKETING PLANS 8
IN THE COMMUNITY 8
COORDINATION WITH CITY MARINA 14
PROJECT TIMELINE / LEASE TERM 17
COMPENSATION TO THE CITY (PROPOSED RENT) 18

SECTION 4: EQUIPMENT TO BE USED ..... TAB 4

EQUIPMENT TO BE USED 1

SECTION 5: SUPPLEMENTAL DATA ..... TAB 5

SUMMARY OF REFERENCES 1
TABLE OF REQUIRED FORMS 1

City of Fort Pierce
Gelencia Carter
Purchasing Manager
100 North U.S. 1
Fort Pierce, FL 34950

Dear Gelencia,

I am writing on behalf of Beachside Hospitality Group to express our interest in redeveloping and operating a first class destination restaurant at the Fort Pierce City Marina (RFP # 2018-010). Beachside currently operates five successful Florida waterfront restaurants, including two Marina locations that are leased from their respective local governments.

As a Fort Pierce native, I have a personal connection with the city and a strong desire to bring our brand and marketing expertise to the Marina. We are very committed to developing and operating a first class restaurant that will be well marketed to the nearby communities as well as to the over 1 million annual guests that frequent our 5 other Florida restaurants. We feel our experience, financial strength, marketing expertise, customer satisfaction and support of the local communities where we operate would make us a great choice to be long-term partners with the City of Fort Pierce and the Marina on this project.

After a careful review of the existing structure, we feel it would be ideal to redevelop the property with a design that compliments the incredible improvements that have been made to the Marina and the nearby area. We are proposing to rebuild the restaurant to feature an open air dining room and a rooftop bar that will take advantage of the view and the amazing weather.

Although our company is not located in Fort Pierce, we are committed to using only treasure coast professionals for our legal, insurance, architectural general contractor needs. We will hire and train local residents to operate the restaurant and will relocate at least one experienced manager for the project.

In addition to myself, the other individuals that are authorized to make representations on our behalf of Beachside Hospitality Group listed below and they can all be contacted at the address below:

Greg Powers, President and CEO
Lisa Smithson, Director and CFO
Eddie Wright, Director of Operations

11201 Corporate Circle N, Suite 100
St. Petersburg, FL 33716
(727) 232-0911

Sincerely,

Gary N. Hardie,
Director and Vice President

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: Beachside Hospitality Group Mailing Address: 11201 Corporate Cir N # 100 St. Petersburg FL 33716	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 _____ *Authorized Signature (Manual)*
City, State, Zip Code:	Typed or Printed Name: Gary Hardie
Type of Entity (Check One): Corporation (Partnership) Proprietorship	Title: Director, Vice President
Incorporated in the State of: FL Year: 2014	Delivery in _____ days, ARO
Phone Number: 813 857 2231	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address: GHARDIE@LSANDCO.COM	Local Business: ____Y ____N MWBE: ____Y ____N
Bid Security is attached, when required, in the amount of $ _____ *F.O.B. DESTINATION*	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

RELEVANT EXPERIENCE

Our team has have been successfully working in and operating restaurants for over 20 years. In 1999, we formed a company and opened our first restaurant, Crabby Bills on Clearwater Beach. Based on the success of that venture, we then developed, financed, and successfully opened four additional restaurants. Crabby's Beach Walk Bar and Grill on Clearwater Beach (2008), Crabby Bills in St. Cloud (2010), Salty's Island Grille on Clearwater Beach (2015) and The Salty Crab on Fort Myers Beach (2015). In 2016, we also proposed on an RFP with the City of Clearwater and won the rights to redevelop our original Crabby Bills location. The result is our 3 story flagship location, Crabby's Dockside that opened in March of 2017.

By overseeing 5 different restaurants, in 3 cities throughout the state of Florida, the management group at Beachside Hospitality has created policies and procedures that ensure that every restaurant staffed with an outstanding team dedicated to providing a first class experience with quality food and locations that strive to exceed customer expectations. We also have a history of excellent health inspections and are truly dedicated to being outstanding at what we do. We consistently achieve excellent trip advisor rankings and our restaurants **consistently rank in the top 5%** of all restaurants in their respective areas. As of February 21, 2018, our three Clearwater locations are ranked # 12, 23 and 24 out of a total of 512 Clearwater restaurants.









At Beachside, we take food safety very seriously. We are continually evaluating and improving our processes to ensure our restaurants not only meet but exceed at FDA standards for food safety. We are very proud of the results and our excellent inspection reports are a reflection of our dedication to food quality and safety.

Florida Food Safety Systems

February 13th, 2018

To Whom It May Concern,

Beachside Hospitality Group and Florida Food Safety Systems have been affiliated for over eight years. Throughout our professional relationship, Crabby's Dockside, Crabby's Bar and Grill, and Salty's Island Bar and Grille have far exceeded the Food and Drug Administration (FDA) standards for food safety. Our partnership has included implementing stringent company standards to assure food safety and sanitation, while delivering superior meals and quality beverages.

Locals and guests alike come to Beachside Hospitality Group establishments for the professional, enthusiastic staff, entertainers, and ambiance. The restaurants are family-friendly, making them a choice destination for many visitors.

Since opening the Dockside location a year ago, Beachside Hospitality Group has participated in Clearwater Beach Taste Fest, feeding over 3,000 guests.

Beachside Hospitality Group also supports organizations such as Clearwater for Youth, raising over $7,000 to help underprivileged children participate in sports.

I confidently advocate and support this bid. Beachside Hospitality Group would be an asset to any community.

Thank you for considering Beachside Hospitality Group.

Sincerely,

Danielle Egger

Danielle Egger
CEO
Florida Food Safety Systems

730 182nd Ave E,
Redington Shores, FL 33708

Florida Food Safety Systems

Phone: (727) 204-1676
E-mail: danielle@flfoodsafetysystems.com
Website: www.flfoodsafetysystems.com

OWNER RESUMES

In addition to restaurant industry experience, our ownership group has significant diversity and depth within the accounting and financial aspects of business.

Chairman and Chief Executive Officer:
Gregory P. Powers

Greg is the Chief Executive Officer of Beachside Hospitality Group. He joined the organization as Director and Financial Officer in August of 1999, eventually becoming the Vice President of Facility Management and site location. With over two decades in restaurant ownership and management, he has developed an expertise managing and controlling food costs and menu development have resulted in substantial sales growth, improved food quality and improved margins.

Prior to his venture into the restaurant industry, Greg worked in various financial markets, which included working as a fully licensed Series 7 Stock Broker, an area manager for the Eastern United States responsible for purchasing mortgages from correspondent lenders. He has also served in the role as corporate recruiter requiring travel and salesmanship skills for First Union National Bank, in addition to his day to day responsibility of Managing a Branch Office. Greg also designed, implemented and managed a centralized consumer credit department which processed over 40,000 applications annually for Seminole Finance Corporation. Greg graduated from Rollins College in 1986 with a Bachelor of Arts in Economics.

Director and Vice President:
Gary Hardie, CPA, CGMA

Gary was born in Ft. Pierce, Florida where he lived until graduating from John Carroll High School in 1988. Gary then received his Master of Accountancy (Taxation) from Florida State University In 1993. Gary started his business career in the Tampa office of Coopers and Lybrand in 1993 and has worked as a CPA his entire career. Gary has over 25 years of business experience. Currently, Gary's primary job is as a Shareholder in LS and Company (a Tampa Bay Area CPA firm), where he specializes in tax planning and business consulting for closely held businesses.

4 years ago, Gary joined the organization as an owner and vice president. Gary's primary responsibilities include strategic planning, project management, financial analytics, investor communications and new location development. Over the past 4 years, Gary has helped develop tools that allow us to more easily monitor, forecast and manage the results of our locations. Gary also took a lead role in proposing on the RFP that we successful won with the City of Clearwater. This was a highly sought after location and our success was a milestone for our organization. Gary is an active Member of Vistage and is currently on the Board of OnBikes, a very successful Tampa based charitable organization that benefits at risk children. Gary has served on the board of The Tampa Connection leadership group and the Estate Planning Council.

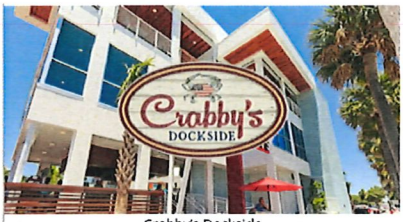
Director of Operations and Vice President:
Eddie Wright

Eddie joined the organization as an owner in July of 2013 after working in our restaurants since inception. Eddie has been involved in all aspects of restaurant operations and is currently responsible for all operational policies and procedures and the supervision of management for all of our locations. Throughout his career, Eddie has helped develop and maintain all areas of operation including; staff training, recipe creation, purchasing, inventory controls, budget management, efficiency creation, policy and procedure development and marketing. Eddie was a key contributor in the ground level development of our Crabby's Bar & Grill location. Eddie's 27-year hospitality industry experience provides first-hand knowledge and valuable expertise that contributes to our daily success.

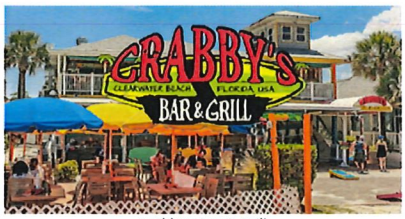
Director and Chief Financial Officer:
Lisa Smithson, CPA, CFP

Lisa has been the Chief Financial Officer since March 2002. Lisa has over 35 years of business experience and is a graduate of the University of South Florida. Lisa is the president and Founder of LS and Company, a Tampa Bay area public accounting and consulting firm. Lisa has significant experience with strategic business planning, debt restructuring, mergers and acquisitions and other management consulting services. Lisa has served on numerous charitable, business and corporate boards over the years. She is currently an active member of the Copperheads, which is a board that supports the Valspar Golf Classic. Lisa is a well respecting member of the business community in Tampa and having her as a CFO of our restaurant group has been a significant key to our financial success.

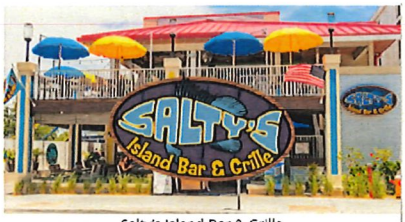
OUR CURRENT LOCATIONS



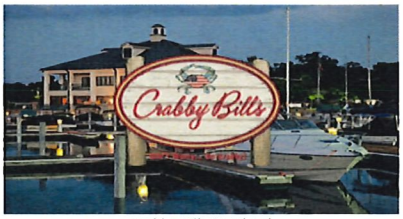
Crabby's Dockside
37 Causeway Blvd.
Clearwater Beach, FL 33767



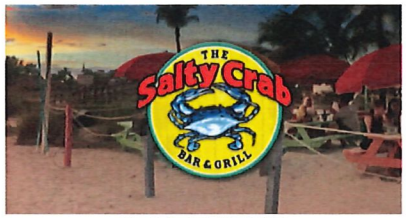
Crabby's Bar & Grill
333 S. Gulfview Blvd.
Clearwater beach, FL 33767



Salty's Island Bar & Grille
437 S. Gulfview Blvd.
Clearwater Beach, FL 33767



Crabby Bill's St. Cloud
1104 Lakeshore Blvd.
St. Cloud, FL 34769



The Salty Crab Bar & Grill
1154 Estero Blvd.
Ft. Myers Beach, FL 33931

Beachside HOSPITALITY GROUP

Crabby's DOCKSIDE | CRABBY'S CLEARWATER BEACH FLORIDA USA BAR & GRILL | SALTY'S Island Bar & Grille | THE Salty Crab BAR & GRILL | Crabby Bill's St. Cloud





ORGANIZATIONAL STRUCTURE

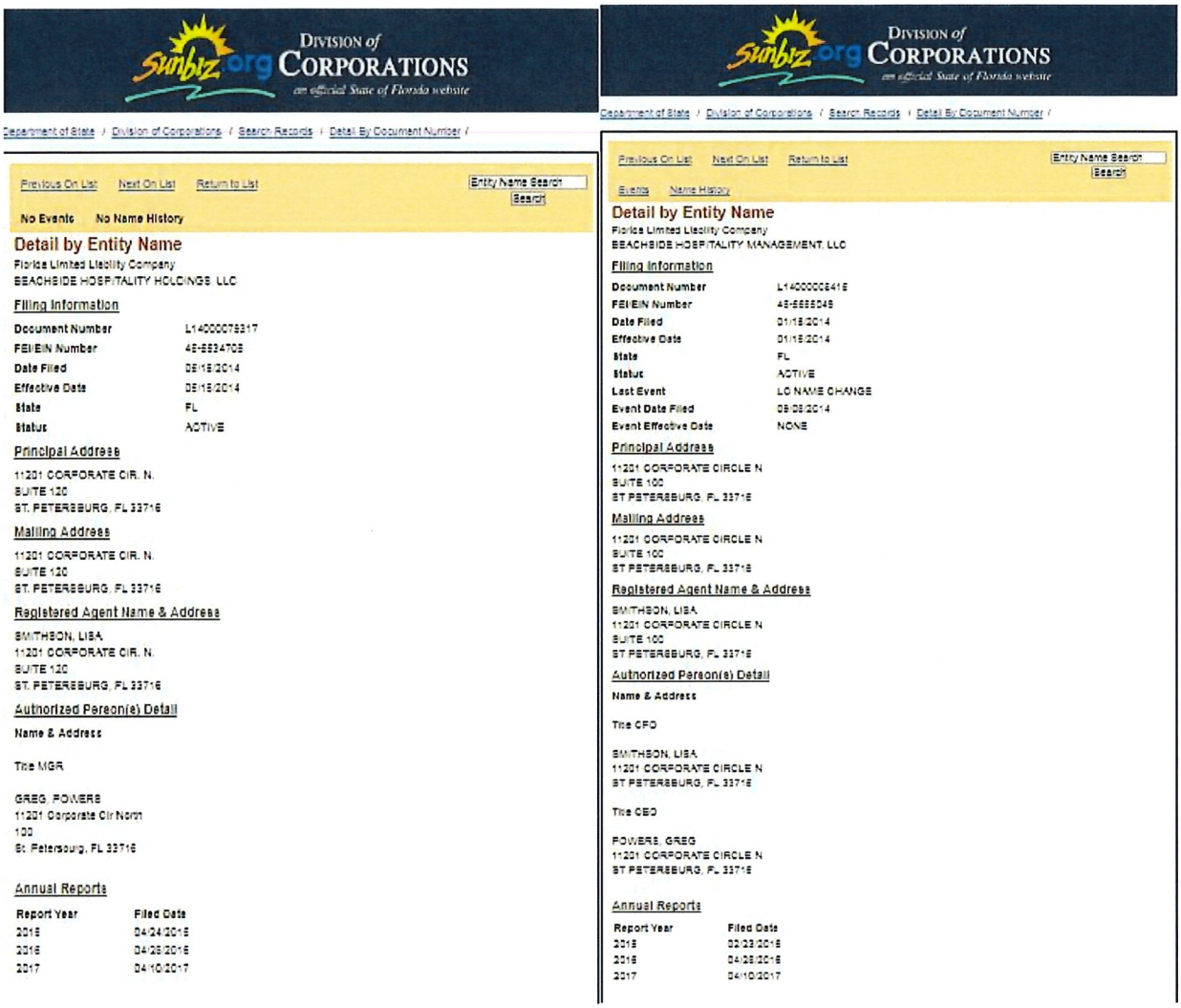
Beachside Hospitality Management, LLC and Beachside Hospitality Holdings, LLC were both formed in 2014 as part of a reorganization of an existing restaurant management company and restaurant holdings. Each entity has identical ownership (outlined below). These entities are responsible for the management of our locations as well as the holders of the related intellectual properties.

Ownership of Beachside Entities		Owned By
40%	Green Flash Consulting, Inc.	Greg Powers
40%	Smithson Family Holdings, LLC	Lisa Smithson
10%	Corona Ventures, LLC	Gary Hardie
10%	Wright-Way Holdings, LLC	Eddie Wright

Both entities are organized as a Florida Limited Liability Companies and are in good standing with the State of Florida Division of Corporations. All federal and county tax returns have been timely filed and the companies are not the subject or involved in any lawsuits or other legal proceedings.

Beachside is responsible for the operation and management of the restaurants in our group. Each restaurant is owned partially by members of Beachside (listed above) as well as passive investors that we have invited to participate in the ownership and financing of our projects. These investors are primarily family and long-time business partners. We have commitments from a few Fort Pierce residents who would like to participate in ownership, if we are successful in the bid.

We have made the strategic business decision to self-fund all of our locations and have not borrowed or used any 3rd party debt / financing for any of our projects. We will continue this approach with the Fort Pierce Crabby's Dockside (if we are to win the bid) and we will not rely on any 3rd party financing for the project. **We feel this greatly limits the risk to the City as the structure that is occupying City land will not be encumbered by any debt.**



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No Events | No Name History

Detail by Entity Name

Florida Limited Liability Company
BEACHSIDE HOSPITALITY HOLDINGS, LLC

Filing Information

Document Number	L14000079317
FEI/EIN Number	46-5534705
Date Filed	05/15/2014
Effective Date	05/15/2014
State	FL
Status	ACTIVE

Principal Address

11201 CORPORATE CIR. N.
SUITE 120
ST. PETERSBURG, FL 33716

Mailing Address

11201 CORPORATE CIR. N.
SUITE 120
ST. PETERSBURG, FL 33716

Registered Agent Name & Address

SMITHSON, LISA
11201 CORPORATE CIR. N.
SUITE 120
ST. PETERSBURG, FL 33716

Authorized Person(s) Detail

Name & Address

Title MGR

GREG, POWERS
11201 Corporate Cir North
100
St. Petersburg, FL 33716

Annual Reports

Report Year	Filed Date
2015	04/24/2015
2016	04/28/2016
2017	04/10/2017

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Events | Name History

Detail by Entity Name

Florida Limited Liability Company
BEACHSIDE HOSPITALITY MANAGEMENT, LLC

Filing Information

Document Number	L14000085415
FEI/EIN Number	46-5555045
Date Filed	01/15/2014
Effective Date	01/15/2014
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	09/08/2014
Event Effective Date	NONE

Principal Address

11201 CORPORATE CIRCLE N
SUITE 100
ST PETERSBURG, FL 33716

Mailing Address

11201 CORPORATE CIRCLE N
SUITE 100
ST PETERSBURG, FL 33716

Registered Agent Name & Address

SMITHSON, LISA
11201 CORPORATE CIRCLE N
SUITE 100
ST PETERSBURG, FL 33716

Authorized Person(s) Detail

Name & Address

Title CFO

SMITHSON, LISA
11201 CORPORATE CIRCLE N
ST PETERSBURG, FL 33716

Title CEO

POWERS, GREG
11201 CORPORATE CIRCLE N
ST PETERSBURG, FL 33716

Annual Reports

Report Year	Filed Date
2015	02/23/2015
2016	04/28/2016
2017	04/10/2017

Minority Participation and Outreach Program

Beachside is committed to providing equal opportunities to all of our current employees and applicants. We have a diverse group of employees in our 5 restaurants and several woman and minorities are in key positions, including general manger, director of marketing and owner. Lisa Smithson is a founder and a 40% owner of Beachside. Lisa has an excellent reputation in the Tampa Bay Business community and we are both fortunate and proud to have her as an owner and key contributor in our group. Lisa is a fantastic example and mentor to the female members of our management group.

PROPOSED CONCEPT

Building Design

After several evaluations of the existing structure and our desire to provide the community with a destination restaurant that compliments the Marina, we feel it is necessary to redevelop the site. Below are some preliminary designs that feature the themes we will incorporate into the project. We would like to emphasize the natural beauty of the water and surrounding area and will feature the following design criteria:

- We engaged Michael Menard of Fort Pierce to create the conceptual renderings used in this proposal. We would work closely with City and Marina officials to determine the optimal final design and color scheme. We would like the building to be a compliment to the marina and an asset to the area.
- The ability to completely open the walls to give the ambiance of an open air location, while maintaining protection from the sun and the ability to convert to a closed in space when the weather is stormy or cold.
- Both upstairs and downstairs will have air condition and heat.
- A rooftop dining room and bar that would offer panoramic views of the area and could be used as a dining room, for private parties, business meetings or as a great place to relax and enjoy the view.
- The ability to feature live music upstairs or downstairs.
- A design that emphasizes an efficient and safe kitchen, food safety and operational efficiency.
- A building that will be designed to withstand several decades on the water and can be secured in the event of a hurricane.



View from East Side



View from Westside



2nd Floor Dining Room

Restaurant Concept / Menus

Our plan is to brand this location as a Crabby's Dockside. Like the existing Crabby's Dockside in Clearwater Beach, this location is at the center of a city owned marina and supports numerous events and festivals that take place in the nearby park and marina. We feel there would be many synergies and opportunities to cross market this location by using this well-established brand.

Our menu would feature a Florida inspired dishes that feature fresh seafood, amazing appetizers, steaks and pastas and kid friendly options. We update our menus on at least a quarterly basis to provide new choices and to constantly improve our offerings. We plan on initially offering weekend brunch that would support Farmer's Market Saturdays and hope to add additional days as we create a market for morning guests. All of our existing restaurants have very popular drink menus that compliment a casual waterfront location.

We have received many awards for our food and have been featured numerous times on nationally televised cooking programs. Recently, we have been featured on the Cooking Channel, the Food Network and in the Boston Globe. The following is a summary of some of our recent accolades:

- 2012 Featured on Food Network's Heat Seekers
- 2013 Volunteer of the Year (Crabby's Bar & Grill)
- 2014 Best Server Clearwater Beach Restaurant Week (Crabby Bill's Clearwater Beach)
- 2014 Best Bartender Clearwater Beach Restaurant Week (Crabby's Bar & Grill)
- 2015 Best Pizza Clearwater Beach Restaurant Week
- 2016 Best Overall Experience Clearwater Beach Restaurant Week (Salty's Island Bar & Grille)
- 2017 Best Appetizer Clearwater Beach Restaurant Week (Salty's Island Bar & Grille)
- 2018 Clearwater Beach Chamber of Commerce Beautification Award
- 2017 featured on Cooking Channel's Beach Bites with Katie Lee









Below are some of our existing menus (Lunch / Dinner, Drinks, Breakfast). Our initial menu at Crabby's Dockside Fort Pierce would be crafted using many of the same dishes that have been successful for us. We would also work with local and regional breweries, fisherman and bakers to feature their products.



SALTY'S Island Bar & Grille

Breakfast Menu

daily from 8:30 to 11:30 am

Classic Eggs Benedict an English muffin topped with spinach, grilled ham, poached egg, and Beurre Blanc (served with choice of side) 8.99

Crab Cake Eggs Benedict an English muffin topped with spinach, grilled jumbo lump crab cake, poached egg, and Beurre Blanc (served with choice of side) 9.99

Benedict Florentine an English Muffin topped with sliced tomato, spinach, poached egg, and Beurre Blanc (served with choice of side) 8.99

Breakfast Tacos three flour tortillas, colby jack cheese, choice of bacon or sausage, and a side of pico de gallo (served with choice of side) 9.99

Avocado Toast housemade avocado spread on toast with a slice of tomato, served with two eggs, any style 9.99

Build Your Own Omelet add any three ingredients to create your own 3 egg breakfast omelet (served with choice of side) 9.99

– each additional item add .99 –

Sausage	Bacon	Cheese
Tomato	Onion	Spinach

proudly serving cage free eggs

offering Café Bustelo Coffee

Huevos Ranchero flour tortillas topped with black beans, onions, mozzarella cheese, two eggs, and onions, drizzled with a spicy ranchero sauce (served with choice of side) 9.99

Breakfast Sandwich bacon, spinach, egg, American cheese, on ciabatta (served with choice of side) 7.99

Biscuits & Gravy buttermilk biscuits topped with housemade sausage gravy, with a side of 2 eggs 8.99

2 Egg Breakfast 2 eggs, any style, with toast, and choice of sausage or bacon (served with choice of side) 8.99

Breakfast Scrambler roasted red bliss potatoes topped with two eggs, mushroom, onions, cheese, and choice of bacon or sausage 9.99

Belgian Waffle authentic Belgian waffle recipe with a side of fresh fruit 9.99
- top with berry salsa for .99

Yogurt & Fruit Greek yogurt topped with granola and honey, with a side of fresh fruit 6.99

Side Items

Roasted Red Bliss Potatoes
Stone Ground Cheese Grits
Fresh Fruit Cup

Smoothie Bar

Berry Acai Bliss
Acai fruit • Strawberries • Blueberries
Almond Milk • Banana • Apple Juice

Bananas & Grace
Peanut Butter • Banana • Almond Milk
Clover Honey

Berry Breakthru
Strawberries • Blueberries • Cream of Coconut
Tropical Yogurt • Apple Juice

Island Style
Pineapple • Spinach • Apple Juice
Cream of Coconut • Tropical Yogurt

Peach on the Beach
Peaches • Banana • Clover Honey
Tropical Yogurt • Apple Juice

Pina Colada Paradise
Pineapple • Cream of Coconut
Tropical Yogurt • Apple Juice

Tropical Oasis
Mango • Strawberries • Banana
Clover Honey • Tropical Yogurt • Orange Juice

Salty's Kids

12 and under ONLY please
served with choice of bacon or sausage 4.99
1/2 Belgian Waffle
1 Egg
Pancake

Saltysisland.com 727-216-8085 · 437 South Gulfview Blvd.

Breakfast Beverages

Mimosas

Made with a bubbly Prosecco Split

Fresh Florida Orange • Pineapple • Strawberry • Cranberry • Watermelon

Sunrise Specialties

Dad's Chocolate Milk proving milk mustaches never go out of style! Pinnacle Vanilla vodka, amaretto, chocolate liqueur, and milk shaken and served over ice

Ice Cold Irish a cool twist on tradition. Jameson Irish whiskey, Baileys, and coffee, shaken and served over ice

Irish Coffee Jameson Irish whiskey and Baileys blended with freshly brewed coffee and topped off with a dollop of whipped cream. Wool sweater not included

Dan the ManMosa kick start your morning with this bold cocktail. Fresh Florida orange juice and a Prosecco split blended with vodka, triple sec, and Red Bull

Bloody Bar

Michelada Crabby's traditional bloody mary mix blended with Dos Equis beer and a dash of lime juice. Served on the rocks with a spiced rim and house garnishes

Down by the Bayou fresh off the boat, we serve this traditional bloody mary with an old bay rim, house garnishes, and a wild caught royal red shrimp

The Breakfast Bloody a good ole' fashioned breakfast *(in a cup!)* Pinnacle vodka, award winning bloody mary mix, traditional garnishes, thick sliced cherrywood bacon, and a deviled egg, all served in a spice rimmed Crabby cup.

All American Tito's all American hand-made vodka, and our famous bloody mary mix, served with traditional garnishes and a slice of thick cut cherrywood bacon

Crabby's Kickin' you're in for a hot one – and we're not talking about the weather. Dixie black pepper vodka, award winning bloody mary mix, cholula hot sauce blended together, and topped with traditional garnishes in a spiced rimmed glass

Beachside HOSPITALITY GROUP

Visit our Florida Family of Restaurants
www.beachsidehospitalitygroup.com

Gift cards are available for purchase and can be used at any one of our Beachside Hospitality locations.

SALTY'S Island Bar & Grille

Chef-Inspired Island Cuisine
Hand-Crafted Signature Cocktails
Offering Happy Hour food & drink specials from 10:00pm to close every night

727.216.8085 • 437 S. Gulfview Blvd.

Seasonal Fruit Nachos flash fried flour tortillas tossed in cinnamon and sugar, topped with a fresh seasonal fruit reduction, orange liqueur, and melted dark and white chocolate 6.99

Featured on Beach Bites with Katie Lee! as seen on COOKING

AVAILABLE ONLY AT SALTY'S ISLAND

Crabby's DOCKSIDE

A New Crab Has Emerged
3 Stories of Dining
An Old Favorite with a New Twist
727.210.1313
37 Causeway Blvd.

Crabby Bill's St. Cloud 407.979.4001 St. Cloud

Salty Crab 239.233.8224 Ft. Myers Beach

Crabby's DOCKSIDE

Home Of The Famous

Crab Trap Bucket

Cruzan Coconut, Mango, Passion and Pineapple Rums blended with orange and pineapple juice, with a splash of cranberry.



A Clearwater Tradition

Starters

Florida Alligator Bites bite size gator tail and hot cherry peppers, dusted in seasoned flour, flash fried, and served with Crabby's stone sauce. 10.99

Try them drizzled with our homemade inferno sauce that is made with the world's hottest pepper! NO REFUNDS. 11.99



Easy Peel Shrimp large wild caught royal red shrimp split to make peeling much easier. Steamed and topped with old bay seasoning. Served hot or cold. Half order 10.99, Full order 17.99

Crabby's Calamari tender calamari, lightly breaded and deep fried with cherry peppers. 9.99

Killer Conch Fritters lightly spiced fritters made with caribbean conch and served with honey mustard. 8.99

Buffalo Shrimp large, wild caught royal red shrimp, deep fried, and tossed in a slightly spicy buffalo sauce. Served with blue cheese and celery sticks. 9.99

Onion Rings hand-cut, sweet onion rings, deep fried to a golden brown, and served with Crabby's stone sauce. 8.99

Malibu Coconut Shrimp royal red shrimp tossed in malibu coconut rum breading and served with sweet pepper jam. 10.99

Boneless Chicken Wings boneless wings tossed in your choice of buffalo, sweet Thai chili or barbecue sauce. 8.99

Crab Cake homemade Florida style crab cake. Served grilled or fried. 10.99

Creamy Crab & Spinach Dip blue crab meat and spinach, topped with cheddar jack cheese and served with tortilla chips for dipping. 10.99

Buffalo Grouper Bites deep fried grouper nuggets tossed in a slightly spicy buffalo sauce. Served with blue cheese and celery sticks. 12.99

Grouper Nuggets a basket of tender Grouper nuggets, beer battered, deep fried, and served over a bed of crispy fries with Greg's signature key lime tartar sauce for dipping. 13.99

Shell Bar

Crabby's Fresh Oysters one dozen freshly shucked oysters. Served raw or steamed. *market price*

New Orleans Grilled Oysters topped with parmesan cheese and a spicy cajun butter. *1/2 dozen market price*

Blue Cheese Oysters topped with creamy blue cheese, parmesan cheese, and a cherry pepper. *1/2 dozen market price*

Cleveland Oysters topped with parmesan cheese, garlic butter and spices and baked to perfection. *1/2 dozen market price*

Crabbyfellar Oysters topped with bacon and our own creamy crab and cheese spinach dip, then baked 'til bubbly. *1/2 dozen market price*

Oyster 4-Way three New Orleans Grilled, three Blue Cheese, three Cleveland, and three Crabbyfellar oysters. *market price*

Garlic Mussels one pound of Prince Edward Island mussels sautéed in white wine and garlic butter. Served with garlic bread. *market price*

Middle Neck Clams one dozen New England middle neck clams served steamed with drawn butter. *market price*

Clams & Mussels one dozen New England middle neck clams and one pound of Prince Edward Island mussels steamed, then sautéed in a white wine and garlic butter sauce. *market price*



Clam Chowder 5.99

Try our Crabby's famous original recipe!

Salads

served with KEN'S dressings:

ranch, italian, bluecheese, honeymustard, oil & vinegar, pineapple mango vinaigrette, and Russian

add grilled chicken breast 4.99
add grilled shrimp 5.99 / **add blackened mahi** 6.99

Caesar Salad romaine lettuce tossed in classic caesar dressing and topped with grated parmesan cheese and croutons. 6.99



Calamari Caesar Salad a classic Caesar salad topped with crispy calamari and fried cherry peppers. 13.99

House Salad a blend of romaine lettuce and spring mix, topped with tomatoes, onions, cheddar jack cheese and croutons. 5.99

Flatbreads

Tuscan Chicken topped with grilled chicken, fresh spinach, mozzarella cheese, and a homemade alfredo sauce. 10.99

Veggie Flatbread topped with fresh veggies, creamy alfredo sauce and a sprinkle of mozzarella cheese. 9.99



Beachside HOSPITALITY GROUP

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SALTY'S Island Bar & Grill
727.216.8085
437 S. Gulfview Blvd.
Clearwater Beach

Crabby Bill's St. Cloud

Crabby Bill's Ft. Myers Beach

GRABBY'S BAR & GRILL
727.608.2064
333 S. Gulfview Blvd.
Clearwater Beach

Consuming raw or undercooked oysters, meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illnesses, especially if you have a medical condition.



Key West Grilled Combo skewered shrimp and caribbean mahimahi basted in honey mustard with two conch fritters. 21.99

Crabby's Combos

served with two sides
Substitute grouper for any fish for 4.99

Beer Battered Shrimp and Fish haddock fillet and royal red shrimp dipped in Crabby's beer batter and fried to a light crispy crunch. 18.99

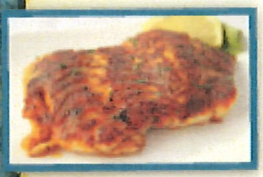
Bairdi & Shrimp Bairdi crab paired with delicious, steamed, wild caught royal red shrimp. *market price*

Fried Combo large wild caught royal red shrimp, cobia, scallops, and a deviled crab - fried to perfection. 20.99

Broiled Seafood Combination large, wild caught royal red shrimp, cobia, scallops, and a deviled crab - broiled the way we've famously done it for 20 years. 20.99



Steamer Bucket bairdi crab, royal red shrimp, Prince Edward Island mussels and New England middle neck clams, steamed to perfection. *market price*



Offshore

served with two sides

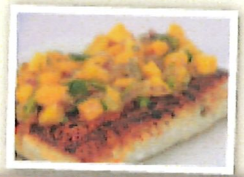
Fresh Gulf Grouper real grouper fillet served fried, grilled, blackened or broiled. *market price*

Florida Amberjack locally sourced gulf amberjack served lightly blackened. *market price*

Catch of the Day ask your server about the catch of the day. *market price*

Fried or Grilled Shrimp Dinner large, wild caught royal red shrimp served hand breaded and fried or skewered and grilled. 16.99

Island Mahi Mahi Caribbean mahimahi fillet, seasoned with cajun spices, topped off with fresh mango salsa. 19.99



Fish & Chips haddock fillets dipped in Crabby's beer batter and fried to a light, crispy crunch. 16.99

Coconut Shrimp royal red shrimp tossed in malibu coconut rum breading. Served with a sweet pepper jam. 17.99

Jumbo Caribbean Lobster Tail The biggest you've ever seen! basted in garlic butter, seasoned with old bay and broiled. *market price*

Coconut Crusted Sea Scallops sea scallops hand coated in our coconut breading and fried to a crispy golden brown. Served with a sweet pepper jam. *market price*



Bairdi Crab known as the best crab available! It's a house favorite, served traditional steamed, or grilled with garlic butter and Old Bay seasoning. *market price*

Beachside Hospitality Group is committed to always providing the freshest Grouper available.

Purchasing over 50,000 pounds of Grouper each year, we always make sure to purchase from local fishermen. Most of the Grouper provided is caught directly off of the coast of Pinellas County. We strive to offer the best of the best, and are proud to live in the Grouper Capital of the World.

Sandwiches

served with crispy fries or coleslaw.
All fish is served with Greg's signature key lime tartar sauce.



Grouper Po Boy traditional New Orleans style, with tender grouper nuggets, fully dressed on a hoagie roll drizzled with a homemade remoulade. *market price*

Grouper Sandwich prepared fried, grilled, blackened, or broiled. *market price*



Grouper Tacos blackened grouper, shredded cabbage and cheddar jack cheese, topped with mango salsa and a cilantro cream sauce. *market price*

Grouper Melt fresh gulf grouper fillet, sautéed onions, melted cheese, and Russian dressing on crispy Texas toast. *market price*

Sirloin Burger half pound of Angus beef and brisket blend grilled to order. 9.99

Loaded Chicken chicken breast grilled perfectly and smothered with barbecue sauce, sautéed onions, crispy bacon and cheddar cheese served on Texas toast. 10.99

Caribbean Mahi Mahi served grilled or blackened. 12.99

Shrimp Po Boy traditional New Orleans style, served with large wild caught royal red shrimp, fully dressed on a hoagie roll drizzled with a homemade remoulade. 12.99

Gator Po Boy gator nuggets fried and served traditional Po Boy style with our homemade remoulade sauce. 11.99

Onshore served with two sides.

Filet Mignon a center cut filet mignon from Two Rivers Ranch grilled to perfection and topped with Montreal seasonings. 21.99

New York Strip a tender 12oz grass fed locally sourced steak from Two Rivers Ranch grilled to perfection and topped with garlic butter. 19.99

Loaded Chicken two chicken breasts grilled perfectly and smothered with barbecue sauce, sautéed onions, crispy bacon and cheddar cheese. 16.99

Chicken Strips hand breaded and served with your choice of sauce. 14.99

Pasta served with garlic bread.

Shrimp Alfredo large, wild caught royal red shrimp served over penne pasta and tossed in our homemade alfredo sauce. 15.99

Cajun Chicken Alfredo grilled chicken served over penne pasta and fresh spinach in our homemade Cajun alfredo sauce. 14.99

Veggie Pasta fresh sautéed vegetables tossed in our homemade alfredo sauce. 14.99

= Crabby's Specialty Items

CrabbysDockside.com

Killer Key Lime Pie



Sides

crispy fries
fresh southern green beans
hush puppies
garlic mashed potatoes
seasonal vegetables
homemade coleslaw
garlic bread

sweet potato fries 1.99 upcharge to meal
house salad 1.99 upcharge to meal
caesar salad 2.99 upcharge to meal

CRABBY'S
CLEARWATER BEACH FLORIDA USA
BAR & GRILL

Happy Hour Specials
3 p.m. to 7p.m. Everyday!
$3 House Wines • $4 Calls
$4 20 ounce Domestic Drafts
Signature Buckets: $12 Mon-Fri $10 Sat-Sun

Try one of our Signature Buckets



Cruzan Rum Runner Bucket
A delicious traditional Florida Rum Runner made with Cruzan rum, blackberry brandy and banana liqueur, tropical juices and a splash of grenadine, shaken not stirred and served in a bucket.



Margarita Bucket
Our signature Margarita made with Sauza® Blue Reposado tequila.

Frozen Drinks



Perfect Pina Colada
Cruzan Spiced Rum blended with our refreshing coconut mix. Topped with a Kraken dark rum float and served in an agave nectar and sugar rimmed cup.



Florida Sunset
Sauza® Blue Reposado blended with Triple Sec and our famous Mango mix. Layered atop our Strawberry mix to create the perfect Florida Sunset.

Miami Vice
Cruzan Coconut Rum blended with Pina Colada mix and cascaded atop a small portion of strawberry puree.

Dirty Banana
Cruzan Banana Rum and Kahlua blended with Banana mix and filled in a chocolate swirled cup.

House Made Mojitos



Dixie Lemonade Mojito
Dixie Citrus Vodka mixed with fresh muddled lemons, mint leaves, strawberries, agave nectar, lemonade and a splash of lemon-lime soda.



Strawberry Mojito
A cold twist to a classic drink. Cruzan Key Lime Rum with triple sec, fresh lime juice, strawberry mix, mint leaves and a splash of lemon-lime soda.

Pineapple Mojito
Cruzan Pineapple, pineapple juice, mint, lime and a splash of club soda served over ice.

Margaritas



The most interesting drink in the world...
Dosarita
A 12oz Dos Equis Lager turned face down in a Crabby's signature Sauza Margarita. Best of both worlds! Stay Thirsty!



Watermelon Margarita
Made with Hornitos Tequila, fresh watermelon juice, triple sec, Sauza® margarita mix, a splash of soda, and a sugar rim.

Organico Margarita
Hornitos Tequila, fresh squeezed lime juice, agave nectar and water.
Under 100 calories! All organic!

Cabo Wabo® "Grand Margarita"
Crabby's top shelf margarita. Made with Grand Marnier® of course.
Order 12oz or 20oz

facebook.com/CrabbysBarGrill

Hand-Crafted Drinks



Berry Bliss
Fresh muddled strawberries & blueberries, Endless Summer Rum, raspberry liqueur, cranberry juice and lemon lime soda.

Blue Hawaiian
Made with Cruzan Rum, cream of coconut, pineapple juice and a splash of blue curacao liqueur.

Peach on the Beach
A refreshing blend of Cruzan Peach Rum, peach schnapps, Sierra Mist, and a splash of cranberry juice.

Tito's Handmade Vodka
American Mule
Titos Hand-Made Vodka, Goslings Ginger Beer, and a splash of fresh lime juice.

All American Bloody
Classic Bloody Mary with Tito's Handmade Vodka. Made with a spiced rim, celery, olives, lime, and a slice of our thick cut Cherrywood Bacon.

Jameson Green Tea
Made with Jameson Irish whiskey, peach schnapps, sour mix, and a splash of sprite served over ice.

Specialty Pitchers



Sharable!
Crabby Crush
Endless Summer Rum, mixed with pineapple juice, a splash of orange juice, and crème of coconut. Creamsicle the Crabby way!
Available in 12 and 20 ounces.

Blueberry Smash
Pinnacle Blueberry Vodka, lemonade, fresh blueberries, and a splash of blue curacao liqueur.
Available in 12 and 20 ounces.

House Made Sangria



by the glass (12 or 20oz) or a Pitcher

White Sangria
Fresh muddled strawberries, Pinnacle Peach Vodka, Riunite Moscato, apple juice, agave nectar, pineapple juice, watermelon juice, muddled strawberries, and peach schnapps.

Red Sangria
Dixie Citrus Vodka, muddled cherries, oranges, and limes, mixed with Riunite Lambrusco, blackberry brandy, and a splash of lemon lime soda.

Crabby's Beer

Domestic Bottles
Budweiser
Bud Light
Bud Light Lime
Coors Light
Michelob Ultra
Miller Lite

Imports and Crafts
Heineken
Corona
Corona Light
Dos Equis
Stella Artois
Tecate
Red Stripe
Reef Donkey (16oz Can)
Florida Cracker (12oz Can)
Angry Orchard (Cider)

Domestic Drafts
Miller Lite
Coors Light
Yuengling

Import/Craft Drafts
Blue Moon
Leinenkugel's
Dos Equis
Cigar City Jai Lai
Seasonal
Crabby Ale

— Wine List —
House Wines By Sycamore Lane
Chardonnay • Merlot • Cab Sauvignon
White Zin • Pinot Grigio

San Angelo
San Angelo Pinot Grigio
Silver Totem Cabernet Sauvignon
SILVER TOTEM
Riunite
Riunite Lambrusco • Riunite Moscato

Proposed Operating Hours

We would open for Lunch and Dinner Daily from 11:00 am – 10:00 pm.

We would open early on weekends at 9:00 am for Brunch

Subject to consultation with the Marina officials, the roof top dining room would remain open later on weekends serving drinks and appetizers.

Live entertainment would be initially planned for Friday and Saturday evenings and the calendar would always be re-evaluated to cater to our guest comments and requests.

Marketing Plans

We feel one of our organization's strengths is our marketing experience. Our experience has shown that creative and well thought out marketing concepts will greatly impact not only the number of visitors in your locations, but also their overall dining experience. We feel very strongly that a local business must work with the city and county officials, with business organizations and with each other to promote your business community. We strongly encourage our key employees to participate in local civic and business organizations, with several taking leadership roles. On the following page you will find a letter from the Clearwater Chamber of Commerce regarding our efforts in Promoting Tourism and The Business Community.

Room Key and Concierge Programs

Over the years, we have worked closely with local and regional hotels to help promote our locations. We have had great success promoting sales using our Room Key Program. Our logo and address is featured on the room keys at several area hotels and the guests receive a discount or free drink by presenting the room key to their server. We have been able to monitor the impact and feel we are drawing a significant stream of customers from out of our typical areas through the use of this program.

We have also developed a very successful concierge program. Under this program, we meet with the concierge group at regional and area hotels to show them our locations and to invite them to eat at each of our locations free of charge so that they can get a personal opinion of our food, service and atmosphere. We then have a follow up phone call with each of them to get their feedback on how we did and how we can improve. We give the concierge marketing information that they can share with the guests of their hotels. We have developed outstanding relationships with over 30 west coast hotels through this program and the results have been a definite increase in sales.

We will implement similar plans with the hotels located not only in the Treasure Coast but in many surrounding communities.

Gift Cards

We sell a significant number of gift cards each year in our stores and online. All of our gift cards are accepted at each location and feature the logos of each location. We feel this will be another avenue of making the public aware of Fort Pierce and potentially draw new visitors to the area.

Marketing with national television and news outlets

We have been fortunate to have television shows feature menu items and film segments for both national and local television. The exposure that this brings leads to additional print and web based media outlets to cover and review our locations. Of course, all of that is a benefit for not only our restaurant, but for the local area around it. We are confident that we will continue to attract such coverage and will seek to feature our Fort Pierce location as much as frequently as possible.

Cross Marketing with Our Other Locations

Annually, we serve over a million guests in our 5 Florida restaurants. We will feature information about not only a Fort Pierce Crabby's Dockside but also information about the beaches, sport fishing, spectacular sunrises and all that Fort Pierce has to offer. We will place signage in various areas of our other locations, feature information on our website, feature the Fort Pierce location on the menu in our other restaurants, T shirts and for the signage we do at all of the annual events we sponsor and support. There is no question, a significant number of people who are unfamiliar with Fort Pierce or the Treasure Coast will take note.

Charter Boat Marketing

Annually, we cook and serve over 15,000lbs of fish that are brought to us from guests on charter boats operating out of Clearwater Marina. We have a great relationship with the charter boats that benefits our customer, their customer and our respective businesses. We would build the same relationships with the charter companies that operate out of Fort Pierce and we would help them market their business. Each of the guests in Clearwater who bring us their catch, will receive a flyer highlighting our Fort Pierce location, the local charters and the amazing sport fishing that the area has. We are certain that it would be tempting for some of these guests to drive 2.5 hours to the east coast to catch Dolphin, Marlin or Sailfish as a change of pace from what is targeted in the Gulf. We think this has the potential to be very successful for the Marina. A letter from Queen Fleet Charters is included later in this section.

Support of Local Events

Beachside Hospitality Group supports numerous local events in the communities that we operate. We feel this is a great way to promote not only our restaurants but also the community. If we were selected by the committee to operate this location, we would work hard to build relationships with the community and be strong supporters of local events. Please see the following letter of recommendation from the Chamber of commerce that outlines some of the events we support.

Beachside in the Community

An integral part of our corporate culture is to participate and support our community events. In recent years we have supported numerous events benefiting the following organizations.

- Clearwater For Youth
- Susan G. Komen Suncoast
- Special Operation Warrior Foundation
- Nemour's Children's Hospital
- National Pediatric Cancer Foundation
- Wounded Warrior Foundation
- Golisano Children's Hospital
- First Responders

CLEARWATER BEACH CHAMBER OF COMMERCE
WWW.BEACHCHAMBER.COM

Promoting Tourism and the Business Community

EXECUTIVE OFFICERS
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Chairman of the Board
Juli Norberg
Hampton Inn & Suites
Vice Chairman Special Events Chair
Jason Zelenak
Crabby's Dockside Seafood Restaurant
Treasurer
Jim Jenkins
Sandpearl Resort
Secretary
Frank Dame
Clearwater Marine Aquarium
Past Chairman Emeritus
Darlene Kole
Clearwater Beach Chamber
President/CEO
CHAIRMEN/DIRECTORS
Philippe Beau
Beau Institute
Education and Market Research Chair
Darlene Cagle
Flower Market Florist
Membership Chair
Julia Cassino
Beachside Hospitality Group
Chalk Art Festival Chair
Billy Day
East Shore Resort
Nomination Chair Member-At-Large
Victor Lucas
Redevelopment/BED Gov't Affairs
Joe Malinowski
Clearwater Beach is Awesome
Tourism Marketing Chair
Rick Norberg
Jimmy's Fish House & Iguana Bar
Taste Fest Restaurant Week Chair
Dennis Rodriguez
Clearwater Ferry Service
Parking Traffic Infrastructure Chair
Emil Veltre
Keller Williams Gulfside Realty
Member-At-Large
Kristi Watson
The Tropics Boat Tours
Golf Tournament Chair
DIRECTORS
Jay Cabral
Frenchy's Restaurants
Steve Chandler
Pier 60 Concessions
Joe Chaney
Surf Style Mega Store
Miguel Diaz
Wyndham Grand
Nickolas Ekonomides
Nickolas C. Ekonomides, P.A.
Sheri Heilman
Bob Heilman's Beachcomber Rest.
Mike Henkel
Nature's Food Patch
Michael Mastruserio
Proforma N & M Communications
Carol Mears
Coasters Restaurant & Bar
Bill Potts
Clearwater Marine Aquarium
Shelley Smith
Hilton Clearwater Beach Resort & Spa
Chris Thora
Clearwater Gas System
Pam Wuzzecraft
Captain Memo's Pirate Ship

February 21, 2018

City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

Re: Beachside Hospitality Group Community Involvement

To Whom It May Concern:

My name is Darlene Kole, and I am the President/CEO of the Clearwater Beach Chamber of Commerce. Our goal as a Chamber is to provide each visitor with as much information as possible to ensure their visit to Clearwater Beach is enjoyable and exceeds expectations.

Since our inception as a Chamber, the businesses run by Beachside Hospitality Group have been actively involved in our Chamber. Currently, 2 of its employees sit on our Board of Directors; as a Treasurer to the Board, and a Chairman to our Clearwater Beach Chalk Art Festival.

Because of Beachside Hospitality Groups involvement in such events hosted by our Chamber, we have helped promote Clearwater Beach's beautiful sugar sands in ways we had not been able to in the past. Beachside Hospitality Group actively participates in the Clearwater Beach Taste Fest, Clearwater Beach Restaurant Week, Clearwater Beach Chalk Art Festival, Clearwater Beach Chamber of Commerce Golf Tournament, Light It Up Clearwater (New Year's Eve Fireworks), and many more. Most recently, the Chamber of Commerce awarded Crabby's Dockside the Beautification Award for their rebuild of the restaurant formerly known as Crabby Bill's Clearwater Beach.

I speak confidently when I state, should you so choose the Beachside Hospitality Group in your RFP selection, they will become an active participant in all locally hosted events, via sponsorships, volunteer time, and committee help.

I am happy to answer any questions, should you so need.

Warm Wishes,

Darlene Kole
President/CEO
Clearwater Beach Chamber of Commerce

P.O. Box 3573 * Clearwater Beach, FL 33767 * (727) 447.7600
www.BeachChamber.com

THE ST. CLOUD CHAMBER

1200 New York Avenue
St. Cloud, Florida 34769
Phone: (407) 892-3671
Fax: (407) 892-5289
info@stcloudflchamber.com

Mission Statement:

Creating community and business prosperity through education, advocacy and well-planned development.

BUSINESS PARTNER SHARING OUR VISION

TRUSTEE PARTNERS

City of St. Cloud

OUC – The Reliable One

February 20, 2018

To Whom It May Concern:

Crabby Bill's Seafood has been an active and integral member of the St. Cloud Chamber of Commerce since 2006. Their support of community events, projects, and organizations is a great benefit to the St. Cloud and Osceola County community.

Representatives from Crabby Bill's Seafood go above and beyond when we reach out to them for assistance. Crabby Bill's staff volunteer for our committees and at our events several times throughout the year. Crabby Bill's also steps in to provide great food at networking and business building events in service to local businesses in St. Cloud.

The General Manager, Carly McGrinn, serves on and chairs multiple committees. She also is on our Board of Directors. They are truly a staple within the community.

I would highly recommend the Crabby Bill's family of restaurants to any municipality considering working with them.

Regards,

Kari Whaley

Kari Whaley, Ed.D.
President & CEO
St. Cloud Chamber of Commerce

Beachside HOSPITALITY GROUP

You are cordially invited to join us for Beachside Hospitality Group's Concierge Month

We invite you to dine with us at all 3 of our Clearwater Beach locations during the month of February. Feel free to bring a guest with you as you experience all we have to offer.

Simply e-mail our Marketing Director, Julia Cassino, at JuliaC@bshgrp.com, with at least 24 hours' notice, of the location you are requesting to dine at along with the time of your anticipated arrival, and we will make sure to have a reservation placed for you.

We appreciate all that you do for the wonderful guests of Clearwater Beach, and want you to know that your hard work does not go unnoticed. Because of this, we have created a month specifically designed around you!

We hope you will dine at all 3 stores, as they each have something special to offer. Our goal is to showcase our greatest dishes, with hopes that you will continue to recommend each of our locations to your guests.

Once you have dined with us (complimentary of course!) at all 3 of our Beachside Hospitality Group locations, we will be providing you with some one-of-a-kind thank you gifts, hand delivered to you.

With this packet, you will find some key information about our locations, along with some signature items that we are extremely proud of.

If we can answer any questions for you, please feel free to reach out to us, and we will do everything we can to accommodate your requests.

We look forward to having you with us.

Kinds Regards,

Greg Powers, CEO

Clearwater
REGIONAL CHAMBER

Carol Hague
Clearwater Regional Chamber of Commerce
600 Cleveland Street
Clearwater, Florida 33705

February 22, 2018

To Whom It May Concern,

It is with much enthusiasm that I am writing to recommend Beachside Hospitality Group.

Beachside Hospitality Group has made such a great impact to Clearwater Beach with their 3 restaurants accommodating all visitors to the area. The leadership of these award-winning restaurants are highly visible in the community by volunteering with the Chamber and our events, hosting and accommodating groups on a regular basis and helping to drive the economy through advertising and promotions. They are very charitable to local causes through their donations as well.

Over the years, the Clearwater Regional Chamber has worked very closely with their properties to make all tourists and visitors have the best beach experience, whether it be group events or nearby restaurant suggestions for families and vacationers.

I'm happy to recommend the addition of Beachside Hospitality Group to your area. If you have any questions, please feel free to contact me.

Sincerely,

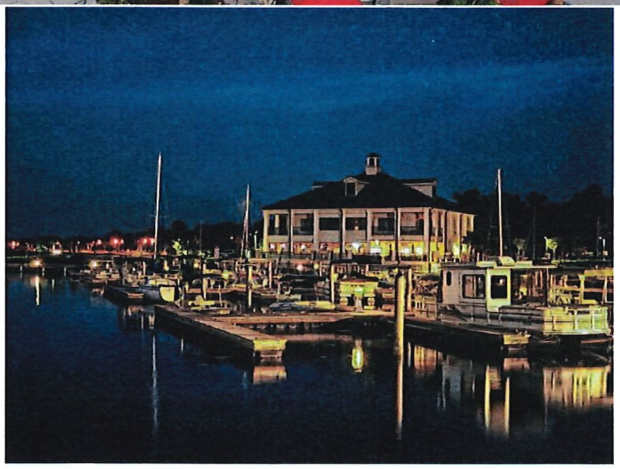
Carol Hague
President & CEO

Coordination with the City Marina

Both our Crabby's Dockside in Clearwater and our Crabby Bill's in St. Cloud, Florida are properties leased from the City and reside in a City Owned Marina. In both situations we have excellent partnerships with the Marina Harbor Master and are in frequent communication to ensure we are more than just good tenants of the Marina. We also have excellent relationships with the other businesses operating in the Marinas. Please note the following reference from the City of Clearwater and from Bay Star Restaurant Group (our primary competitor). We would expect to develop a very supportive and transparent relationship with the City and Marina Officials in Fort Pierce.







CITY OF CLEARWATER

CLEARWATER MUNICIPAL MARINA, 25 CAUSEWAY BOULEVARD, CLEARWATER, FLORIDA 33767
TELEPHONE (727) 4624954 FAX (727) 462-6957

February 23, 2018

MARINE & AVIATION DEPARTMENT

To Who It May Concern,

It is my pleasure to write a recommendation for Beachside Hospitality Group.

Beachside Hospitality Group has been involved in our Clearwater Municipal Marina for over 17 years, providing excellent customer service to not only tourists and visitors to the area, but to our locals and business owners within the Marina.

Crabby's Dockside in Clearwater Beach has consistently provided a unique business partnership with our Marina's local fishing fleets, by offering guests aboard each vessel, the opportunity to have their day's catch cooked at the restaurant.

Through their rebuild in 2016, Crabby's Dockside and its managing partners have set precedence for Clearwater Beach as a whole, and we are proud to share this area with them.

We are confident that should you so choose the team of Beachside Hospitality Group to reside within your City, they will provide you with the same quality service they provide to the City of Clearwater, its residents and visitors.

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

Ed Chesney, P.E.

City of Clearwater Marine & Aviation Director

"EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION EMPLOYER"

Bay Star
RESTAURANT GROUP.com

February 16, 2018

City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

Re: Beachside Hospitality Group Partnership

To Whom It May Concern:

My name is Frank Chivas, and I am the owner of Bay Star Restaurant Group, the parent company to 8 Pinellas County restaurants. Two of my restaurants, soon to be four, are located in the Clearwater Municipal Marina and share a parking lot with Crabby's Dockside.

As an advocate for the Clearwater area, I can openly send my utmost regards to the team at Beachside Hospitality Group. The directors and employees of the company are always available to help with any needs or issues our business may encounter on a daily basis. Our companies are easily able to work together for the greater good of the community, and I am proud to have their business as a neighbor to my establishments.

It is without question that the Beachside Hospitality Group family would fulfill any requirements needed of it and help promote your City's tourism and marketing efforts.

I strongly urge you to consider this team to join the incredible group of restaurateurs within the City of Ft. Pierce.

Should you have any questions, please feel free to contact me.

Kind regards,

Frank Chivas
Bay Star Restaurant Group

18395 Gulf Blvd, Suite 204, Indian Shores, FL 3385

Project Timeline

If Beachside Hospitality Group were awarded the bid, we would want to get the new location open as soon as possible. While the proposals are being evaluated, we will continue working on the design and will be interviewing contractors so that we could proceed quickly.

March 1, 2018	Submission of response to RFP 2018-010
March 2018	Continue working with Engineers and Architect on Design
April 2018	Interview and hire potential Treasure Coast Based Contractor and set construction timeline assuming that our bid will be selected
June 2018	If bid is successful, meet with City & Marina Officials to review our plans and discuss and listen to ideas or concerns that may exist.
July 2018	Begin attending
September 1, 2018	Begin Demolition / Redevelopment
October 1, 2018	Job Postings, begin interviews for restaurant staff
December 1, 2018	Begin targeted marketing plan with local advertisers, treasure coast hotels, social media and in our existing locations.
January 2018	Meet with other marina business owners, attend local chamber and business functions
February 1, 2019	Grand Opening of Crabby's Dockside Fort Pierce

Lease Term

As noted in Addendum No. 2 to the RFP, we will be seeking a 20 year lease with two 5 year renewal periods. We will be making a significant investment into this project and feel this lease duration will allow us to recoup the investment, earn profits, and provide the City with a long term cash flow.

Company Financial Statements

As noted in Addendum No. 2 to the RFP, the company financial statements have been enclosed in a sealed envelope.

Compensation to the City

We plan on making a significant investment into the redevelopment of this property. As stated earlier, we will not be relying on any debt for this project. The project will be funded by the ownership group. We would like this partnership to be financially rewarding for our owners as well as the city. We propose the rent to be computed based on the following annual revenue sharing formula:

- **10%** of the first $1,000,000 in total sales
- **4%** of all food sales above the first $1,000,000 in total sales
- **6%** of all liquor, beer and wine sales above the first $1,000,000 in total sales

The following example is based on our estimate of Year 1 and 2 sales.

Crabby's Dockside at Fort Pierce Marina
Projected Sales / Compensation to City

	Year 1			Year 2		
Projected Sales Breakdown						
Food Sales	3,091,200	67.20%		3,245,760	67.20%	
Liquor, Beer, Wine Sales	1,508,800	32.80%		1,584,240	32.80%	
Total Sales	4,600,000			4,830,000		
Proposed Rent Computation	Sales Allocation	Sharing %	**Proposed Rent**	Sales Allocation	Sharing %	**Proposed Rent**
Tier 1 - $1M in Sales	1,000,000	10%	100,000	1,000,000	10%	100,000
Food Sales > Tier 1	2,419,200	4%	96,768	2,573,760	4%	102,950
L.B.W. Sales > Tier 1	1,180,800	6%	70,848	1,256,240	6%	75,374
	4,600,000		$ 267,616	4,830,000		$ 278,325

February 18, 2018

To Whom It May Concern:

The Sunsets at Pier 60 Daily Festival and Pier 60 Sugar Sand Festival wish to express their overwhelming support for the RFP under consideration for Beachside Hospitality Group.

I have had the pleasure of working with Beachside Hospitality Group for the last seventeen years as they have sponsored many of the special events and activities offered as part of the Sunsets at Pier 60 Daily Festival and the 6th annual Pier 60 Sugar Sand Festival, a not-for-profit arts organization that has been providing free family oriented entertainment since 1995.

Specifically, Crabby's and Salty's Restaurants have not only contributed financially over the years but have provided food donations and gift cards for various events.
They are true team players and always promote a positive image of Clearwater Beach through their business and active community service.

Beachside Hospitality Group is an invaluable asset to the tourism industry, and it is my honor to support them in the response to this RFP.

Best Regards,
Lisa M. Chandler
Founder/Producer
Sunsets at Pier 60 Society Inc.
Pier 60 Sugar Sand Festival
Clearwater Beach, Florida
727-430-5200

PIER 60
SUGAR SAND
FESTIVAL

Sunsets at Pier 60

Re: Beachside Hospitality Group Philanthropic involvement

15 February 2018

To Whom It May Concern:

My name is Shamus Warren, and I am the Corporate Development Director for the National Pediatric Cancer Foundation. We are a 4-star Charity Navigator rated National not-for-profit based in Tampa. Our mission is to fund less toxic and more targeted treatments, therapies and research for pediatric cancer.

For the past 5 years, the concepts under the Beachside Hospitality Group umbrella have been wonderful and faithful supporters of our cause. Since 2013, Beachside Hospitality Group has raised an incredible $30,000 for our mission through a point of sale campaign during the month of September (National Pediatric Cancer Awareness Month). Their involvement with us on a local level has proven invaluable through both awareness and funds raised. Their dedication to community and helping those in need is unquestionable, and I can think of no other group as affable and easy to work with than the wonderful group of people at Beachside Hospitality Group.

I would be happy to answer any questions about our partnership, or about our cause, should you wish to inquire.

With Hope,

Shamus Warren

Corporate Development Director

National Pediatric Cancer Foundation

CLEARWATER MARINE ENTERPRISES
836 ISLAND WAY
CLEARWATER, FL 33767
(813) 446-7666 • FAX 449-9201

February 15, 2018

City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

Re: Beachside Hospitality Group / Fort Pierce Opportunity

Our business has successfully operated charter fishing and sightseeing tours out of Clearwater Marina for over 40 years. Beachside Hospitality Group have been our neighbors in the Marina for almost two Decades, originally as Crabby Bills and now with the amazing new Crabby's Dockside. We have had a great relationship over the years and their success has certainly complimented ours. They do a great job of promoting of the Marina and Clearwater Beach through their participating and leadership roles with Chamber of Commerce and other local business groups. They are also sponsors of many of the annual Clearwater Beach events.

Our sightseeing cruise guests frequently dine at Crabby's. Having a great restaurant for our guests to visit before or after their cruise certainly enhances their experience and keeps them returning. Additionally, our charter fishing guests absolutely love the ability to take their fresh catch to Crabby's and have them prepare it. They do a great job of promoting this service which brings customers to our boats.

I am certain that if they were to be awarded the location in Fort Pierce, your community would benefit from not only a great well run restaurant, but also their integration into the community and willingness to partner with other local businesses.

Sincerely,

Eric Spaulding
Owner
Queen Fleet Charters & Sea Screamer

SUPER QUEEN • GULF QUEEN • DIXIE QUEEN

SHEPHARD'S
BEACH RESORT

February 18, 2018

To Whom It May Concern,

It is my pleasure to convey my upmost delight and honor to recommend Beachside Hospitality Group. I have had the pleasure of working with them over the past 15 years, their properties on Clearwater Beach are truly iconic.

The Management and Staff have consistently displayed professional communication skills that quickly become evident when you are greeted at Crabby's Dockside, Crabby's Bar & Grill or Salty's Island Bar & Grille. Immediately, you feel welcomed as soon as you arrive, because of the well trained staff. They are always polite and respectful to everyone, which is an impressive trait that is very rare to find these days.

I find the crew in all locations to be very resourceful, intelligent, energetic, honest, and determined to provide a wonderful experience for each guest. Working with the public can be stressful at times, but they all stepped right up to the plate and created a positive experience for even the most demanding guest.

I have worked with many Managers over different events and I must say that they give 100% to each event. This goes for show casing their properties or even volunteering for other events for the Clearwater Chamber of Commerce, Clearwater Regional Chamber of Commerce, and Clearwater Rotary to name a few. They are highly respected members of our Beach Community. Their awesome food operation, outside catering, and community outreached is second to none in our area.

I am totally confidant that Beachside Hospitality Group will give a fresh dynamic approach to any community that seek their services. They will quickly adapt their surrounding and create a positive environment for those who patronize their establishments. Beachside Hospitality Group will be a great asset for your community and provide an awesome experience for everyone they encounter for years to come.

Please, feel free to contact me directly for any further questions.

Regards,

Paul Andrews
General Manager
Shephard's Beach Resort, Clearwater Beach Florida
paul@shephards.com 727-442-5107 or 727-871-1672

521 South Gulfview Blvd.
Clearwater Beach
Florida 33767
727.447.6461
800.770.6461
F: 727.443.5888
www.ClearwaterBeachHolidayInn.com

Holiday Inn & Suites
CLEARWATER BEACH

February 19, 2018

To Whom It May Concern,

It is with much enthusiasm that I am writing to recommend Beachside Hospitality Group.

Beachside Hospitality Group has made such a great impact to Clearwater Beach with their 3 restaurants accommodating all visitors to the area. Recently receiving Clearwater Beach Chamber of Commerce's 2017 Beautification Award, Crabby's Dockside has set the standard for the beach's future. In the past they have also received Best Appetizer for Salty's Island Bar & Grille and Beach Chamber's Volunteer of the Year Award for Crabby's Bar & Grill.

Over the years, Holiday Inn Clearwater Beach has worked very closely with their properties to make all tourists and visitors have the best beach experience, whether it be group events or nearby restaurant suggestions for families and vacationers.

I'm happy to recommend the addition of Beachside Hospitality Group to your area. If you have any questions, please feel free to contact me.

Sincerely,

Christine Bottger

Christine Bottger
General Manager
(727) 683-1370

CITY OF CLEARWATER
POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
CLEARWATER POLICE DEPARTMENT, 645 PIERCE STREET, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4336

OFFICE OF THE CHIEF
OF POLICE

February 26, 2018

To Whom It May Concern:

Please accept this correspondence as a letter of support for the Beachside Hospitality Group. Beachside Hospitality Group currently operates three restaurants in the city of Clearwater. I have found the management of Beachside Hospitality Group and the management of each individual restaurant to be committed to providing a peaceful establishment that operates within the state and local rules and regulations. The management is accessible to quickly resolve any issues that may develop in a collaborative way.

Additionally, Beachside Hospitality Group is active in the community by participating in organizations such as Clearwater For Youth, a charitable organization that provides support to youth sports programs, so no child is unable to participate in a sports program because of an inability to pay.

It is comforting to have a business in the community that operates as a community partner, and not simply a revenue business model. Therefore, I offer this letter of support for Beachside Hospitality Group.

Sincerely,

Daniel W. Slaughter
Chief of Police

February 22, 2018

To Whom It May Concern,

Please accept this letter as my personal and professional endorsement of Beachside Hospitality Group, as an outstanding business partner to Clearwater Beach Uncorked, but also as a dedicated community partner. Clearwater Beach Uncorked promotes culinary tourism, designed to attract new users to the beachfront markets in which we operate. Beachside has been a loyal and active sponsor of our events, mobilizing its phenomenal brand and outstanding food to bring foodies from across the State and the southeast to enjoy and appreciate all of the features of the local community.

Since my earliest involvement with Beachside Hospitality Group, I have found its company to be world class in many ways. They provide a tremendous dining experience where guests come first, and their involvement in our event, along with many other local events like Beach Community Food Pantry's Food from the Heart event, reiterates that Beachside Hospitality Group is a philanthropic business member in the communities it serves.

The organization is an institution in all of the cities in which it operates, and the company is exemplary of the model to which all restaurants should aspire.

Sincerely,

Tammy Gail, President & Producer
Clearwater Beach Uncorked Food & Wine Festival

Section 4. EQUIPMENT OVERVIEW

EQUIPMENT TO BE USED

THE RFP REQUESTES THAT THE PROPOSER LIST ALL "EQUIPMENT THAT THE PROPOSER HAS TO COMPLETE THE SCOPE OF WORK".

We do not have any equipment at this time for this project. We will hire a qualified general contractor from the Treasure Coast to perform all redevelopment work and they will use their own equipment. Once the location is open, we will be using all traditional restaurant equipment (ovens, stoves, washers, hood, walk in freezer, ice machines, etc.). We can provide a detailed list of such equipment to the City if necessary as soon as the kitchen designs are complete. We can have the contractor also provide a list of equipment they would use for the demolition and construction.

Section 5. SUPPLEMENTAL DATA & DOCUMENTS

REFERENCES

We have included the required reference forms in the pocket of the proposal. Included in the proposal we have included the following references throughout as summarized below:

- Florida Food Safety Systems ..... Section 2: Page 2
- City of Clearwater Marina ..... Section 3: Page 15
- St. Cloud Chamber ..... Section 2: Page 2
- City of Clearwater Chief of Police ..... Section 3: Page 24
- Clearwater Chamber of Commerce ..... Section 3 Page 10
- Queen Fleet Charters ..... Section 3: Page 21
- Clearwater Beach Uncorked ..... Section 3: Page 24
- Sugar Sand Festival ..... Section 3: Page 19
- Holiday Inn & Suites ..... Section 3: Page 23
- Shepard's Beach Resort ..... Section 3: Page 22
- National Pediatric Cancer Foundation ..... Section 3: Page 20
- Bay Star Restaurant Group ..... Section 3: Page 16

REQUIRED FORMS

We have included the following other forms requested in the RFP as follows:

1. Proposer Acknowledgement Form (signed) ..... Section 1: Page 2
2. Compliance with Required Limits of Insurance ..... Section 5: Page 1
3. Forms W9 ..... Section 5: Page 3
4. Drug Free Workplace Form ..... Section 5: Page 5
5. Addendum No. 1 ..... Section 5: Page 6
6. Addendum No. 2 ..... Section 5: Page 7
7. Florida Good Standing Documents ..... Section 2: Page 7
8. Profit and Loss Forms (located in sealed envelope in pocket)

Lott Insurance Services
L.I.S.

February 15, 2018

Beachside Hospitality Group
11201 Corporate Circle, North Suite 100
St. Petersburg, FL 33716

RE: Required Limits of Insurance
RFP 2018-010 Waterfront Restaurant at City Marina

We have reviewed the required limits of insurance outlined in RFP 2018-010 and are pleased to inform you that our agency will be able to provide you with all required insurances. We appreciate the opportunity to work with you on this project and want to remind you that we value the longstanding relationship we have had over the years. We continue to be excited by your success and will continue to work hard to provide the best coverage for all of your locations. It is especially exciting given this location is local for us and we know what an asset to our community your business would be. Please let us know if you need anything further from us.

Sincerely,

Joe Lott

4808 South U.S. 1
Ft. Pierce, FL 34982
772-468-1009 Ft. Pierce
813-867-7887 Tampa

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Beachside Hospitality Holdings, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11201 Corporate Cir. N. Suite #100

Requester's name and address (optional)

6 City, state, and ZIP code
St. Petersburg, FL 33716

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 6 - 5 5 3 4 7 0 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/22/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form 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, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Beachside Hospitality Management, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11201 Corporate Cir. N. Suite #100

Requester's name and address (optional)

6 City, state, and ZIP code
St. Petersburg, FL 33716

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
4 6 - 5 6 6 5 0 4 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2.22.18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form 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, *later.*

Cat. No. 10231X — Form **W-9** (Rev. 11-2017)

THE SUNRISE CITY
FORT PIERCE
Florida

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Beachside Hospitality Group 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=s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

2/23/18
Date

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: _____ (Manual)

Signature: Gary Hardie (Typed or Printed)

Company Name: Beachside Hospitality Group

Address: 11201 Corporate Cir N #100

St. Petersburg FL 33716

Date: 2/23/18

/gc

February 2, 2018

CITY OF FORT PIERCE

WATERFRONT RESTAURANT BAR AT THE CITY MARINA

RFP NO. 2018-010

ADDENDUM NO. 2

The purpose of this addendum is to provide a response to questions submitted by potential bidders for clarification of the specifications:

1. QUESTION: Currently in the RFP, the contract terms (see page 35) are stated as two years with two one year renewal options, does this stand or can this be modified for a ten years lease with 2-5 year renewal options which reflects the current lease term?

   ANSWER: The term should be stated as twenty years with two 5-year renewal options if mutually agreeable.

2. QUESTION: How much weight being a local vendor truly holds, and if an out of town vendor uses a local contractor's will that assist with getting more points?

   ANSWER: The locality rating as described and outlined on pages 26 & 27 of the proposal document details the rating for a firm submitting a proposal; No.

3. QUESTION: Are there Blue Prints available for the site?

   ANSWER: Blue prints are not available.

4. QUESTION: Can we arrange a Site-Visit to see Kitchen and all areas available?

   ANSWER: **Yes, a Site-Visit has been schedule for 8:00AM- 9:00AM, Wednesday, February 14, 2018.**

5. QUESTION: Lease Boundary (see pg. 7), Is the red line on the lease boundary an absolute?

   ANSWER: The lease boundary can expand if necessary based upon the proposal.

MODIFICATION TO SCOPE OF WORK

Page 33, item numbered 15 reads: *"Financial statement of the prospective lessee indicating sufficient resources available for successful promotion, management and operation of the restaurant facility" has been modified to read as such:*

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: Gary Hardie
Typed or Printed

Company Name: Beach side Hospitality Group

Address: 11201 Corporate Circle N #100
St. Petersburg FL 33716

Date: 2/23/18

/gc

City of Fort Pierce
Waterfront Restaurant & Bar at City Marina



RFP 2018-010

INDEX

ITEM		PAGE
SECTION I - LETTER OF TRANSMITTAL		1
SECTION II - ORGANIZATIONAL PROFILE & QUALIFICATIONS		3
	- WHY SELECT MULLIGANS?	4
	- PHOTOS OF OUR LOCATIONS	5
SECTION III - SCOPE OF WORK		9
	1. DESIRED TIME PERIOD OF LEASE	17
	2. DESCRIPTION OF THE CONCEPT PLANNED	17
	3. DAYS OPEN FOR BUSINESS	17
	4. SAMPLE MENU	18
	5. HOURS MEALS ARE SERVED	24
	6. ALCOHOLIC BEVERAGES	24
	7. ENTERTAINMENT	24
	8. ANTICIPATED IMPROVEMENTS	25
	9. GENERAL BUSINESS PLAN	37
	10. PLANS FOR UTILIZING THE AREA FOR COMMUNITY AND MARINA EVENTS	38
	11. EVIDENCE OF INSURANCE	38
	12. NAME, ADDRESSES AND TELEPHONE NUMBERS OF THE PROPOSER/LESSEE	38
	13. COMPLETE RESUME OF OWNERSHIP AND PERSONNEL INVOLVED	38
	14. EVIDENCE OF PERSONAL EXPERIENCE	38
	15. FINANCIAL STATEMENT	38
	16. REFERENCES	39
SECTION IV	EQUIPMENT OVERVIEW	41
SECTION V	SUPPLEMENTAL DATA & DOCUMENTS	43

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February 28

Attn: Gelencia Carter
Purchasing Manager - Purchasing Division
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

RE: RFP 2018 - 010 • WATERFRONT RESTAURANT AND BAR AT CITY MARINA

Dear Ms. Carter and Members of the Selection Committee

We are excited to submit the following Request for Proposal for the reconstruction and operation of a first-class waterfront restaurant and bar in Historic Downtown Fort Pierce at the Fort Pierce City Marina.

Mulligan's Beach House is a local business. We are a leading owner and operator of waterfront restaurants through the Treasure Coast Region and Southeast Florida. Our 7 locations include Sebastian, Vero Beach, Jensen Beach, Stuart, Singer Island, Lake Worth and Lauderdale by the Sea. Our corporate office is located in Stuart, Florida. Our team includes all local experts, including our architect and civil engineers, both based in Fort Pierce.

As a family-oriented seafood restaurant, Mulligan's Beach House has long been committed to vibrant restaurants that offer a unique experience and an unmatched atmosphere. Our restaurant's best attributes include one of the most varied seafood selections skillfully prepared and at very reasonable prices, unique tropical/whimsical decor and multiple dining settings (indoor, outdoor, covered, open air, high tops, booths, themed seating, etc). We draw crowds for our unique vibes, tropical cocktails, lively atmosphere, music lineups and kids play area that allow families with little ones to truly relax when eating out. We strive to offer memorable water views and believe that Fort Pierce would become our flagship restaurant: Open water views, combined with views to the marina and a site that anchors a world class waterfront promenade and carefully planned historic downtown.

Walking into Mulligan's Beach House is like walking into a little vacation getaway. We strive to fulfill and exceed the expectations of visitors and residents alike. We are the perfect destination for when friends and relatives visit, for happy occasions or as the beginning and end of any great downtown experience. We are open every day. We offer breakfast, lunch and dinner. We support the arts and will be open to provide service after Sunrise Theatre functions end, just as we do with the Lyric theatre in Stuart.

Mulligan's Beach House is best known for anchoring downtown waterfront locations. We are a destination business that understands placemaking and believes in creating vibrant, amenity rich environments as a catalyst for economic resilience and prosperity. Our company's philosophy is to work with the community to enhance planned events by organizations such as the Marina, Main Street and the local chambers, as well as to bring live entertainment and special events to create varied and continuous reasons to visit downtown. We hire locally, offer permanent discounts to residents and proudly support local schools, charities and civic and public organizations.



No other company in South Florida has more waterfront restaurants anchoring downtown areas and waterfront districts than Mulligan's Beach House.

We tailor our approach to the unique needs of every project. This proposal to build a new, $2,000,000 facility is based on our understanding of the City of Fort Pierce and its needs. It is informed by our knowledge of being a local business. We team up with locals from beginning through operations: our planner and designer is from Stuart. Our architect and engineers are from Fort Pierce. We live in Jensen Beach. Our builder is from Port Salerno. Our corporate office is in Stuart. We typically host a job fair a few weeks prior to opening and prioritize locals. We are a large company which means we provide opportunities for growth within the company.

Our team knows the region. Our planner has over two decades of experience assisting the City of Fort Pierce in its redevelopment efforts.

We believe our approach to redevelop this site with an anchor restaurant that builds on the Tiki's history yet provides for a world-class destination structure for the next 100 years will complement Fort Pierce's efforts to redevelop downtown in accordance to traditional, time tested planning principles and first class materials and design. Our proposal is consistent with recommendations from the 1998 and 2008 downtown waterfront charrettes.

Thank you for the invitation to submit this proposal and we look forward to our next conversation. You may contact myself or Mary Hoertz, our company's vice president and team's Project Director at (772)600-7377 if you have any questions.

We look forward to making Fort Pierce our new home!

Respectfully,

Mulligan's Beach House & Bar

George Hart
President
Mulligans Beach House

Mary Hoertz
Vice President
Mulligan's Beach House

MULLIGAN'S BEACH HOUSE
ORGANIZATIONAL PROFILE/ QUALIFICATIONS

Mulligan's Beach House was founded by George Hart in 1997. It is a company that grew from a single location to seven, themed, family oriented waterfront locations over the last two decades. Our plans of expansion include Fort Pierce as we believe it presents the most unique waterfront in the region which we can complement with our knowledge of anchoring redevelopment areas and waterfront districts.

We are incorporated, experienced and successful restaurant operators (see proof of incorporation documents in Section V).

The individuals responsible for supervising work - from design, through construction, to everyday operations of the restaurant and the company are identified and their bios included in the pages that follow.









Views of our other locations (Stuart, The Board Room & Vero Beach)

Why Mulligan's Beach House Bar & Grill?

7
Downtown Waterfront Restaurants

2
Local Government Property Leases

130+
Menu Items

20+
Years in the Business

$2 million
Proposed Investment in Fort Pierce



Our Tiki umbrellas, proposed for our outdoor (front plaza and palm grove areas).



Our Kidz Zone, allowing families with children a great opportunity to relax.
Our retail store, promoting our merchandise and the City we are in.







Our state-of-the-art kitchens and a proposed area under a grove of palm trees o the north end.



Our themed interiors.



Multiple locations. Above, our Vero waterfront restaurant and marina



George Hart

President - Mulligan's Beach House
Jensen Beach, Florida

George Hart is the owner and entrepreneur of the seven Mulligans Beach House across the Treasure Coast.

He graduated from Shenandoah High School in Upstate New York in 1980 and jumped right into and took charge of a struggling bar that was bought by his father. George's success then began. George worked at TGI Friday's from 1983-1990, where he was a General Manager before he moved to Florida in 1991 and excelled to Regional Manager of Applebee's, until he was offered a job as a Regional Manager at Hooters in 1995. Throughout this time, while overseeing these Restaurants' gears in motion, Mr. Hart realized he wanted to start a project of his own.

In 1996, George bought a New York Pizza joint in Lauderdale-by-the-Sea. He ran the pizza place for a year, moved into the bay next door and opened his first Mulligans Beach House in 1997. The first year of being open, the daily sales were around $3000, and now the average sales are round $70,000 daily.

George has two beautiful children. Gracie, his daughter is 14, and Austin his son is 24. Austin was managing in Lauderdale-by-the-Sea, but is now at the newest Mulligans location in Singer Island. George is an amazing role model to both of his children, with his past and current endeavors.



Greg Carey

Chairman of the Board- Mulligan's Beach House
Hobe Sound, FLorida

Greg Carey is currently a Managing Director of JPB Capital Partners originally joining JPB Partners in that role in 1998. He brings 30 years of experience in mergers, acquisitions and senior operations management to JPB Capital Partners.

Prior to joining JPB Partners, he was Director of Mergers and Acquisitions for Townsend, Inc a large privately held processor of poultry and prepared foods. Prior to Townsend he served in various capacities with W.G. Grace & Co. including President of Grace Culinary Systems and President of American Café Restaurants, a chain with 18 stores. Mr. Carey was also actively involved in a broad range of management roles and acquisitions at W.R. Grace as a Senior Assistant to the Chairman, a Fortune 50 conglomerate that beyond large chemical holdings had a restaurant group with 2,000 stores and over $1 billion in revenue through ownership of concepts such as Applebee's, El Torito, Houlihan's, Coco's, Carrows and Del Taco. For JPB Capital Partners, Mr. Carey has served as Chairman of the Board of the Greene Turtle Franchising Corporation (Fund II) and chain of 45 sports bars and grills, Board Member of Wythe Will (Fund II) a $65 million in revenue distributor of confections and other gourmet foods and Board Member of Ilex Consumer Products (Fund II) a $55 million in revenue consumer products company that owned Calgon, St. Joseph's Aspirin and Digel.

In JPB Capital Partners current fund (Fund III), Mr. Carey serves as Chairman of the Board of Ticknors Men's Clothiers (7 stores), a Board Member of Zips Dry Cleaners (42 stores) and Chairman of the Board of Mulligan's Beach House Bar & Grill (7 locations).

Mary Hoertz

Vice-President - Mulligan's Beach House
Stuart, Florida



Mary attended and graduated from Keystone High School in Lagrange, Ohio. She also attended Lorain Community College where her major was in business and minor in marketing. She started working at age 16 as a dishwasher at Applebee's, working her way up to the kitchen where she excelled to a cook. With Mary's strong work ethic, she moved her way quickly up to Management, full time. In 1989, Mary transferred with Applebee's to open the Stuart, FL location where she was Kitchen Manager. She managed the kitchen and rotated to manage the front of the house. In 1990, she moved to Miami and became the General Manager of Mango's Tropical Café. Mary was managing and overseeing all food and bar operations, doing up to 16 million dollars in sales yearly.

In 1999, Mary had her first and only daughter Cailyn. Cailyn attended South Fork High School where she was a class officer and member of the 2017 State Champion Volleyball team. Cailyn is now 19 years old and attending Savannah College of Art and Design, majoring in Film & TV production.

Mary decided in December of 2002 to move from Miami back to Stuart closer to her family where she took a job with Mulligans as Manager of the Jensen Beach location. During this time, she worked closely with George Hart, learning all aspects of Mulligans operations.

Through the years at Mulligans, Mary went from Manager to General Manager and excelled to Regional Manager, before becoming Vice President in 2012. Ms. Hoertz oversees all aspects of the company which explains her exceptional knowledge of Mulligans operations, day in and day out. She is very excited about the growth of Mulligans and the positive direction it is going.



STUART - FLORIDA
PROFESSIONAL QUALIFICATIONS

- UNIVERSITY OF MIAMI
Master of Architecture, Suburb and Town Design

- UNIVERSIDAD DE BELGRANO
Architect, (licensed in Latin America & since 1991)

- COLEGIO DE ARQUITECTOS
Buenos Aires, Argentina

- AMERICAN PLANNING ASSOCIATION
AICP certified

- CONGRESS FOR THE NEW URBANISM (CNU)

- FLORIDA CHAPTER OF THE CNU
Board Member Emeritus, past chair

MARCELA CAMBLOR-CUTSAIMANIS

PRESIDENT - MARCELA CAMBLOR & ASSOCIATES, INC.

Marcela Camblor-Cutsaimanis, AICP, is an architect and town planner and founding principal of Marcela Camblor & Associates (MC&A), Inc., a minority, woman-owned firm established in Stuart, Florida in 2008.

Prior to starting her firm Marcela was Urban Design Director for the Treasure Coast Regional Planning Council. Over her 20+ year local experience, Ms. Camblor-Cutsaimanis has led over 100 planning charrettes. Her involvement in projects with the City of Fort Pierce date back to 1997, where she led the 1997 Fort Pierce South Beach Charrette, the 2008 Fort Pierce Downtown Waterfront Charrette and the 2010 Water Treatment Plan Relocation Charrette.

Marcela is a founding member and past chair of the Florida Congress for the New Urbanism and is twice-recipient of both the John Nolen Medal for Contributions to Urbanism and the Driehaus Form-Based Code Award. She has designed and implemented multiple projects from the building to the region and has contributed to the successful redevelopment of Southeast Florida's downtowns.

The scope of Marcela's professional experience and town planning services includes master planning for infill, greyfield, and greenfield development, corridor and transit-oriented development planning, comprehensive plan amendments, land development regulations, parking studies, transfer of development right ordinances, architectural design guidelines, building design, and development and assistance with the creation and implementation of form-based codes.

Marcela has been designing and assisting with implementation of Mulligan's Beach House restaurants since 2010. Her involvement with the firm includes exterior and interior design, urban placement and permitting related tasks. Marcela is co-author of the Building Plans and Urban Design Principles for Towns, Cities and Villages book, and has contributed to publications such as the Guidebook to the New Urbanism in Florida and the National Charrette Institutes Charrette Handbook. Her published work also includes a feature of the Towns, Villages & Countryside Form Based Code as a model code in the book Form Based Codes: A Guide for Planners, Urban Designers and Developers.

Ray Chladny, AIA

President - Advanced Architecture and Planning



Fort Pierce, Florida

Professional Qualificatoins

Masters Degree, School of Architecture & Urban Planning, University of Michigan, with high distinction, 1987.

Bachelor Architectural Science, Ryerson Polytechnical University, with honors, 1982.

Focus: Building Science and architectural design.

Bachelor of Science, short 5 credits, University of Toronto,

American Institute for Architects (AIA);

Florida Board of Architects and Interior Design;

Alberta Association of Architects, Canada;

NCARB (National Council of Architectural Registration Boards certified)

Ray is principal of Advanced Architecture and Planning, a Fort Pierce-based planning firm that has been working with Mulligan's Beach House over the past decade. During university (1978-82), Ray worked independently as a free-lance artist; craftsman of furniture; architectural designer; general contractor; and site superintendent. Some of the projects during those years included a plaza, nursing station and a hockey arena. After undergrad studies, Ray moved to the Arctic to discover new challenges and began to work in project management with the Government of the Northwest Territories. Seeking further challenge, Ray opened his own firm in 1984. After two years of active practice, Ray took a leave and obtained a Masters Degree in architecture on developing community focal points of interest, planning and participatory process towards appropriate design of build environments.

Corporate Experience:

1987 to 1995, Ray was president of North America's most northern architectural firm. With his staff of 24, completed a huge volume of diverse projects and studies. In 1989, Ray purchased a large architectural/engineering firm in the Soviet Union giving him exposure to some mega international projects and employing over 120 people. In 1996, Ray opened an office in Edmonton, called CAMRED Architecture Inc. specializing in community and recreation projects. From 1998 to present Ray was active designing $100's of millions in projects, including luxury hotels, restaurants, tourism facilities, recreation complexes, and community institutional buildings.

1998-01, Ray was selected by, and worked closely with Native Americans in the control, financing, design and construction of the Mackenzie/Alaska pipeline for the first such construct ($10.0 billion) owned by the same. In 2001, Ray obtained his general contractors license for the state of Florida and opened a design-build firm called Building Innovations Inc. In 2002 Ray was invited to Shanghai, China for American design input to the new and first Grand-Prix Race track development in China.

In 2004 he made Director of Pure Produce Greenhouses, which provides new solutions for feeding the world.

Ray was selected architect and responsible for design and all construction documents for the $12 million Sailfish Splash Park, Stuart, Florida.

In 2014 Was selected by D.O.T. to join the design team to create the new Master Plan for the Port of Fort Pierce.

As a local architect, Ray has completed numerous projects in Fort Pierce, St. Lucie County and the Treasure Coast.



Ken Ringe

President - Bayview Construction

A Stuart resident since 1977, Ken was born in Detroit and raised in Florida.

Ken joined Bayview Construction Services, founded by his father, after serving as an administrator with Martin County's Planning and Zoning department. He became president of Bayview Construction upon his father's retirement in 1984.

He has served his community in various elected and appointed capacities. Since 1994, Ken has been a member of the Martin County Construction Industry Licensing Board, and currently serves as its chairperson. He served on the county's Soil and Water Conservation District in 1980, and was re-elected in 1984.

Ken serves his industry as a member and immediate past chairman of the Florida Home Builders Association's (FHBA) Commercial Builders Council and a member of the FHBA's Board of Directors. He also is a trustee of the National Association of Home Builder's - Commercial Builders Council.

In addition to being past president of the Treasure Coast Builders Association (TCBA), a regional organization with more than 1,200 member firms in four counties, he also served as an area vice president of FHBA and as a director of the National Association of Home Builders.

In 2006, the members of the TCBA voted Ken "Builder of the Year."

He is a graduate of Ft. Lauderdale's Pine Crest School and the University of Florida, where he earned his bachelor's degree in business administration. He has been a state certified licensed general contractor since 1984.

Ken is on the board of directors for the American Red Cross, Big Brothers Big Sisters and a member of the Elliott Museum Construction Committee.

He is married to Vickie, who has served as vice president of Bayview Construction since 1999.

Bayview Construction Services

Company History

National award winning Bayview Construction Services has served the Treasure Coast and South Florida for over 30 years.

As a state-licensed certified general contractor and a full-service construction firm, Bayview's primary focus is commercial and institutional projects, which range from, retail, hotels, restaurants and warehouses, to medical facilities and mixed-use projects. Bayview is also an authorized builder for American Buildings Company, one of the world's largest manufacturers of pre-fabricated metal building systems.

Hallmarks of the Bayview brand include high standards of artisanship, consistent performance and value/life cycle engineering and analysis. In addition to having a reputation for efficiency and quality, the company prides itself for its emphasis on building relationships, a primary factor for its strong network of building resources.

Bayview projects have garnered awards locally and nationally. The most recent include, a twelve state south eastern Aurora Award, Commercial-Hotel for the Courtyard by Marriott in Stuart; two Awards of Excellence from the National Commercial Builders Council (NCBC) in 2008 for a hallmark project The Esplanade at Downtown Stuart, and for the Sailfish Point Marina Clubhouse; one Gold Medallion from the Treasure Coast Builder's Association for The Esplanade at Downtown Stuart; the Safety Award of Excellence, Light Safety Commercial Contractor Division-Safety Professional of the Year from the NCBC in 2008; and numerous other Awards over the past 30 years.

Bayview also received a prestigious Industry Appreciation Award from the Martin County Business Development Board in 2006, and the coveted Builder of the Year designation by the Treasure Coast Builders Association in the same year.

Considered an industry and community leader, Bayview Construction is one of Martin Counties and the Treasure Coast's most widely respected commercial builders.

The company's business interests span southward to Broward County, west to the Gulf Coast and north to Gainesville.

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1. Desired Time of Lease

Mulligan's Beach House will invest $2,000,000 in building a new, state of the art restaurant and Tiki waterfront bar and restaurant. To offset our extensive capital output we are looking for a 10-year lease with two 5-year extension options.

2. Description of the Concept Planned for Restaurant Operations

Mulligan's Beach House Bar & Grill was founded in 1997 by George Hart. The Mulligan's brand includes seven Florida locations - all waterfront - in Sebastian, Vero Beach, Jensen Beach, Stuart, Singer Island, Lake Worth and Lauderdale-by-the-Sea. Two of our sites in buildings leased to municipal governments (Stuart and Lake Worth).

Mulligan's is a full service, family-oriented seafood restaurant serving flavorful menu items aimed at surprising and delighting the culinary customer. We are open for breakfast, lunch and dinner 365 days of the year. Mulligan's is the perfect spot to relax while savoring a tasty appetizer, the world-famous "Monster Fish Fry", a frozen drink or our famous Beach House Bloody Mary as you watch a game, the waves crash against the sand, boats sail by, or your kids play in the Kidz Zone. Quality food served in a lively atmosphere is what Mulligan's Beach House Bar and Grill is known to deliver. As true native Floridians and locals to the area, we understand what people look for in a seafood restaurant: Outstanding food, top-notch service, breath taking views and a clean environment to enjoy it. We hire local & conduct job fairs and give locals a regular discount. As a multi-restaurant company we offer opportunities for job-growth within the company.

3. Days and Hours of Operation

Mulligan's Beach House understands the need to "anchor" amenity-rich, downtown areas. Downtowns whose businesses depend heavily on a tourist season need the support of restaurants that offer late for breakfasts, prolonged lunch hours and candle-light dinners. Mixed use downtowns that strives to attract a diverse workforce depends on predictable, early breakfasts and quick lunches offered on a continuous basis. Being open weekends is a must for any waterfront destination. So at Mulligan's Beach House we do it all. We are open 7 days a week, offering breakfast, lunch and dinner as follows:

Sunday - Thursday 8am - 10pm
Friday & Saturday 8am - 12am











4. Sample Menus

Breakfast (Starting at 8:00am, Everyday!)

Breakfast Platter -2 Eggs any Style, 2 Sausage Patties, 2 Bacon Strips, Home Fries & Toast.
Biscuits n Gravy
Cakes n Eggs
Buttermilk Pancakes
Steak 'n' Eggs - 6oz Top Sirloin with two eggs any style
French Toast - Add Blueberries, Strawberries, Pineapple
Nutella Banana Toast - French Toast stuffed with Banana & Nutella
Almond Cranberry French Toast
Stuffed French Toast - Cinnamon French Toast Stuffed with Sweet Orange Cream Filling
French Toast, Any Style Eggs, Home Fries & Bacon
County Connection - Scrambled eggs, biscuit & gravy, sausage & home-fries
Belgian Waffle - Large Belgian waffle topped with powdered sugar & butter
Belgian Fruity Waffle - Our Belgian waffle topped with fresh berries & whipped topping
Waffle Sandwich Melt - Scrambled eggs, cheddar cheese & ham between two waffles
Chicken & Waffles - Crispy chicken on top of a large Belgian waffle topped with sausage gravy
Steak n' Egg Bagel - Sliced steak, scrambled eggs, Swiss Cheese & Onions served on Bagel
Casino Sandwich - Scrambled Egg with your choice of Sausage, Bacon or Ham with melted cheese on a Toasted Ciabatta Roll
O'Mully Stack - English Muffin w/Sausage, Bacon or Ham, 2 Eggs any Style, w/American Cheese
Lox & Bagel - Smoked Salmon with Capers & Cream Cheese
Breakfast Burrito - Add Sausage, Bacon or Sour cream
Red Eye Burger - Thick juicy burger with cheddar cheese, bacon and a sunny up egg on top
Monster Fish & Chips - Our Famous Fish & Chips is great any time of the day!
BLT
Greek Omelet - Tomatoes, Creamy Spinach & Feta Cheese
South of the Border Omelet - Cheddar Jack Cheese, Tomatoes, Jalapeños & Salsa
Sunrise Omelette - Spinach, tomatoes, mushrooms, and Swiss cheese w/Hollandaise Sauce.
Western Omelet - Ham, Green Peppers & Onions
Vegetable Omelet - Creamy Spinach, Onions, Tomatoes, Peppers, Mushrooms & Cheese
Shrimp & Spinach Omelet - Shrimp, Creamy Spinach & Tomatoes
Lobster & Tomato Omelet - Lobster, Tomato & cheddar cheese All omelets served with Home Fries*

Lighter Side Breakfast

Simple & Fit Platter - Scrambled Egg Whites, Fresh Fruit & Wheat Toast
Muffin & Fruit - Our Homemade Muffin & Fresh Fruit
Yogurt Granola Parfait - Creamy Yogurt loaded with berries & topped with Granola

Benedicts

Fried Chicken Benedict - 2 Buttermilk Biscuits, Fried Chicken, over easy Eggs topped with Country Sausage Gravy.
Classic Benedict...The Classic Way to start your Day!
Spinach Benedict - Loaded with Creamy Parmesan Spinach
Crabcake Benedict - Filled with Jumbo Lump Crab cake
Smoked Salmon Benedict - Smoked Salmon on a Classic Benedict
Country Benedict Love that Country Cooking with two Buttermilk Biscuits, Sausage Patties, & Scrambled Eggs all topped with Country Sausage Gravy.

Kids Breakfast Menu *12 and under

Pancakes
French Toast
Breakfast Platter - One egg, any style, Bacon, Sausage, home fries & toast

Appetizers

Firecracker Shrimp - Breaded Shrimp that talks back with sass!
Spinach Artichoke Dip - Our own recipe served with tortilla Chips
Oh So Cheesey Fries - Topped with Monterey cheese, bacon & green onions
Key West Conch Fritters - Queen conch in a herb batter, fried &served with Cajun Remoulade.
Beach House Nachos - Add Chicken… Add Beef… Add Crab…
Jumbo Wings - Mild, medium, hot, breaded or plain.
Fingers 'n' Fries - Chicken Fingers & Fries with Honey Mustard
Calypso Crab Cake - One jumbo lump crab cake topped with Key West Hollandaise.
Pretzel Bread Sticks - Pretzel Bread Sticks served with Honey Mustard
Drunken Onion Rings - Beer battered onion rings with Cajun Remoulade
Seafood Trio - Great for the whole team…Conch Fritters, Firecracker Shrimp & Mahi Fingers
Triple Dip - Spinach Artichoke dip, Cheddar Cheese Dip, & Mrs. Peters Fish Dip served with tortilla chips, flatbread crackers & pretzel sticks
Calamari - Lightly dusted with a blend of Caribbean spices
Sesame Tuna - Sesame seared rare tuna on mixed greens
Mully Mussels - Tender mussels in a tomato wine sauce

Salads

Salmon Summer Salad - Our house garden salad dressed up with fresh berry and orange accessories, topped with grilled salmon served with raspberry vinaigrette dressing.
Chicken Gorgonzola Salad - House salad w/grilled chicken, oranges, cranberries & Gorgonzola.
Asian Dragon Salad - Breaded Firecracker shrimp, Mandarin oranges, rice, noodles & sesame seeds over salad with a sesame ginger vinaigrette.
Beach House Garden or Caesar Salad - Fresh, Crispy and Oh So Tasty. Make Even Better by Topping It! Chicken , Mahi, Salmon, Shrimp, Fried Calamari, Grouper
Mulligan's Cobb Salad - Mixed greens with Chicken, Egg, Guacamole, Bacon, Tomato, Cheddar/Jack Cheese with your choice of dressing.
Tuna Salad on Greens - Homemade Tuna Salad on top fresh mixed greens, tomatoes, cucumbers served with a breadstick
Chicken Caesar Salad - Mixed greens with Chicken, Egg, Guacamole, Bacon, Tomato, Cheddar/Jack Cheese with your choice of dressing.

Soups

New England Clam Chowder/Chef's Choice

Burgers

Blusey's Black n Bleu Burger - Blackened then topped with Bleu Cheese & Bacon
Southwest Burger - Blackened with jack/cheddar cheese, jalapeños & pico
Teriyaki Mushroom & Swiss - Teriyaki Mushroom & Swiss Cheese
Texas Burger - BBQ Sauce, Bacon, Cheddar with an onion ring
No-Bun Burger - For the no-go carbo type, with fresh vegetables.
BBOB (Best Burger on Beach!)

Sandwiches

Fresh Mahi Sandwich - Served Grilled, Blackened or Jerk.
Philly Steak - Tender steak with mushrooms, onions with cheese served w/Onion Rings
Chicken in Paradise - Marinated chicken breast on a toasty Ciabatta
BLT - The best BLT you will ever have.
Club Sandwich - Turkey, ham & bacon with Cajun Remoulade
Mully Melt - Ham, Turkey & Swiss Cheese & Cajun remoulade on grilled thick rye.
Tuna Melt - Homemade tuna salad with swiss on grilled thick rye.

















4. Sample Menus Continued

Lobster

Lobster Melt - Lobster in between grilled white bread with melted white American cheese
Lobster Roll - Lobster tossed in our special sauce & seasonings in a toasted hoagie roll
Lobster Taco - Lobster filled tortillas w/cheese, lettuce, sour cream, pico de gallo & served with rice
Three Cheese Lobster Mac - Cavatappi pasta folded into a three cheese sauce with seasoned lobster meat

Wraps and Tacos

Chicken Bella Wrap - Recommended by Dr. Marty himself! Grilled chicken with greens, tomatoes, roasted Mushrooms, & Goat Cheese in a thai ginger wrap.
Firecracker Shrimp Wrap - Spicy Fried shrimp, lettuce, tomato in a tortilla
Baja Fish Tacos - Loaded with Blackened Mahi Mahi, Cheese, Lettuce & Pico de Gallo served with Rice. Substitute with Chicken for an additional charge.
Firecracker Shrimp Tacos - Loaded tortillas with Crispy Spicy Shrimp, Cheese, Lettuce & Pico De Gallo, served with Rice.

Ruebens

The Classic... Our name is Mulligan's... You know this is great!
Fried Grouper Racheal - Fried Grouper in our special seasonings on grilled rye with Swiss cheese, cole slaw & thousand island dressing
Mahi Reuben - Remove the corn beef & add the mahi for a great Reuben!

Pizza

Individual Pizza
Margherita Pizza - Traditional Cheese Pizza
Lobster Pizza - Tender Lobster with a lobster sauce, tomatoes, spinach, mushrooms, parmesan & mozzarella cheeses
Meat Lovers Pizza - Topped with pepperoni, sausage & bacon
Chick Alfredo Pizza - Creamy Alfredo, Chicken, tomatoes, spinach along with mozzarella & parmesan cheeses
Shrimp Pesto Pizza - Fresh pizza crust topped with pesto, tender shrimp, tomatoes & cheese

Entrees

Crispy Tuna Roll - Fried Thai-ginger wrap with Ahi Tuna & vegetables served rare with Asian slaw & wasabi cream.
Coco Shrimp 'n' Fries - Six Coconut Shrimp served with French Fries
Monster Fish n Chips - Fried White fish with Fries
Fried Grouper Sandwich - Fried Grouper golden brown
Fried Fish Sandwich - Open wide for this big catch!
Fried Seafood Platter - The whole Fried gang is coming to play on this platter...Fried Fish, Shrimp & Clams Strips with fries & slaw
Fried Clam Strip Platter - Tender fried clams served with French Fries
Hog Snapper - Fried Hog Snapper Fried golden brown in our famous fish fry batter, served with french fries & cole slaw
Hog Snapper Francaise - Grilled hog snapper topped with a rich Francaise sauce & capers. Served with vegetables & Caribbean rice
Caribbean Hog Snapper - Blackened hog snapper topped with pineapple salsa. Served with vegetables & Caribbean rice.
Hog Snapper Platter - Fried Hog Snapper, fried shrimp, and conch fritters. Served with french fries & cole slaw







Steaks & More

T-Bone Steak - Big & Juicy 16oz, Don't hold back. Add Mushroom & Onions
Top Sirloin Steak - Tender 10 oz. top Sirloin steak. Don't hold back...Add Bleu Cheese & Bacon
Caribbean Jerk Chicken - Jerked Spice Chicken topped with Pico de Gallo
Baby Back Ribs - Full slab of tender, fall-off-the-bone baby back ribs. 1/2 Rack *Served with Fresh Vegetables and your choice or Red Skin
Beach House Surf N Turf - The best of both worlds with tender seasoned 10oz sirloin paired with a skewer of jumbo blackened shrimp. Mashed Potatoes, Caribbean Rice or French Fries*

Fresh Seafood

Crabby Grouper - Fresh Grouper filet topped with lobster sauce & paired with delicious crab cake
Florida Grouper - Fresh Florida Grouper blackened or grilled, topped with Pineapple Salsa
Key West Crab Cakes - Two of our Homemade lump crab cakes with Hollandaise Sauce
King Crab Legs - A King of a meal with 1 lb Alaskan Red King Crab Legs
Mulligan's Mango Mahi - Fresh Mahi Mahi blackened or grilled, topped with Tropical Mango
Sunrise Salmon - Grilled Salmon topped with rich Hollandaise sauce
Blackened Seared Tuna - Blackened Ahi Tuna Steak served rare
Jamaican Shrimp - Jerk Jumbo Shrimp Skewers with pineapple salsa, ya mon!
Coconut Shrimp - Jumbo shrimp breaded with coconut sweetness

Perfect Pastas

Cajun Shrimp Pasta - Tender shrimp in a spicy sauce with peppers
Chicken Broccoli Alfredo - Chicken on top of Creamy Linguini Alfredo with broccoli
Linguini & Clams - Tender Northern Middleneck clams in a white wine garlic sauce
Seafood, Pasta, Steaks & More are served with Soup, House Salad or Caesar Salad.

Kids Menu

Beach Burger
Grilled Cheese
Macaroni & Cheese
Chicken Fingers
Fish Nuggets *Most kids meals come with french fries and a drink.

Desserts

Carrot Cake
Choco-Cookie Ice Cream Pie
Beach House Brownie
Choco-Peanut Butter Cake
Key Lime Pie



Beach House Favorites

Mojito Madness
Garden Fresh Mojito - The original, fresh limes & mint mixed with Bacardi Superior Rum.
Blazin Blueberry - Bacardi Rum & fresh blueberries
Cool Cucumber - Fresh Sliced cucumbers, mint & lime with Bacardi rum.
Martini Bar - Classic Martini
Key Lime - Dessert in a glass. Svedka Vanilla Vodka & key Lime Liqueur

Wines With Spirit

Whites

Blend, Apothic White, California
Riesling, Relax, California
Pinot Grigio, Ecco Domani, Italy
Pinot Grigio, Maso Canali
Pinot Grigio, Santa Margherita
Sauvignon Blanc, Beringer
Sauvignon Blanc, Oyster Bay, New Zealand
Chardonnay, Kendall Jackson
Chardonnay, Bogle

Reds

Blend, Apothic Red, California
Rose, Juliette, Provence
Pinot Noir, Mirassou
Pinot Noir, LaCrema
Merlot, Dona Paula Malbec
Merlot, Bogle
Cabernet, Hess, Napa
Cabernet, Kendall Jackson

Beach House Cocktail

*Served in our Cocktail Souvenir Cup
Relaxin' Rum Runner - Refreshing blend of Bacardi Superior, Bacardi 151 & Bacardi Select Dark Rum
Tropical Storm - Will knock you over with Bacardi Oakheart Spiced Rum, Bols Banana, Bols Blue Curacao & Pineapple Juice
Hurricane George - Named after Mulligan's fearless owner George Hart. This drink packs a punch with Sailor Jerry Spiced Rum yet goes down smooth and puts a smile on your face!
Jamaican Sunset - Cruzan Spiced rum & Myers rum with orange juice & pineapple juice

Daiquiris & Coladas

*Served in our souvenir Coconut
Seaside Daiquiri - Cruzan spice rum, make it extra special with one of our REAL flavors. Banana, Strawberry, Mango or Raspberry
Coastal Coladas - Coconut, pineapple & Cruzan rum. Choice of original coconut, strawberry, mango, banana or raspberry
Kahlua Banana - Coffee flavored liqueur & banana

Liquor Free Drinks

*Served in our souvenir lighted cup
Playground Punch
Mix of Strawberry, Coconut & Pineapple Juice
Sunny Sipper - Blend of orange, pineapple, cranberry & lime with a splash of grenadine







Virgin Daiquiri - Choose one of our delicious flavors: Raspberry, Mango, Strawberry, Pina Colada or Banana

45oz Fun Bowl Drinks

*Served in our 45oz sourvenir glass!
Margarita Bowl - Sauza Blue tequilla, make it extra special with one of our REAL flavors: Strawberry, peach or raspberry
Mango Tango - Sauza Blue tequilla, triple sec, mango & orange juice
Flying Fish - Jeremiah Weed Sweet Tea vodka & pink lemonade

Shark Favorites

*Served in our souvenir shark cup!
Great White - Sauza Blue tequilla, Pinnacle Vodka, Bacardi rum, Bombay Gin with a splash of raspberry
Blue Fin Punch - Bacardi Rum, fresh blueberry, pineapple juice, with a splash of lemon

Champagne

Prosecco, J Roget
Prosecco, LaMarca, Italy
Moet Chandon White Star, France







5. Times of Sample Menus

We believe in supporting the community, not just during special events, but as a reliable and predictable partner in business. To achieve that we are open every day, early enough to provide business breakfasts during weekdays and late enough to serve a drink and a bite after a theatre performance. Our hours of operation are

OPEN: Sunday through Thursday: 8:00 am to 10:00 pm
Friday & Saturday 8:00 am to 12:00 am

6. Alcoholic Beverages



7. Entertainment

We provide varied entertainment that supplements and enhances the City's efforts to attract visitors downtown. We spend significant resources in advertisement. We advertise our restaurants, our specials, events in our restaurants as well entertainment provided by the City and its partners is listed online at http://www.mulligansbeachhouse.com/events/

8. Improvements Proposed For The Restaurant

Mulligan's Beach House proposes to utilize the approximately 6,750sf leasable area identified as "lease boundary" in page 7 of the RFP issued by the City of Fort Pierce. Within the identified area Mulligan's proposes to develop a new building and generate an ample and unique variety of seating situations and dining experiences.

Our proposal includes building a new, state of the art restaurant structure. We will invest $2,000,000.00 to develop a signature destination piece that builds on the existing Tiki's feel and tradition, yet reflects quality, design and investment consistent with the improvements the City and CRA have been carrying throughout the downtown, the Marina, the Beach, the historic district and its neighborhoods. We believe this RFP is an opportunity for the City to secure a property built to ensure a legacy for generations to come. Our tropical, whimsical themed restaurant will enhance the experience of those visiting Fort

Existing Condition

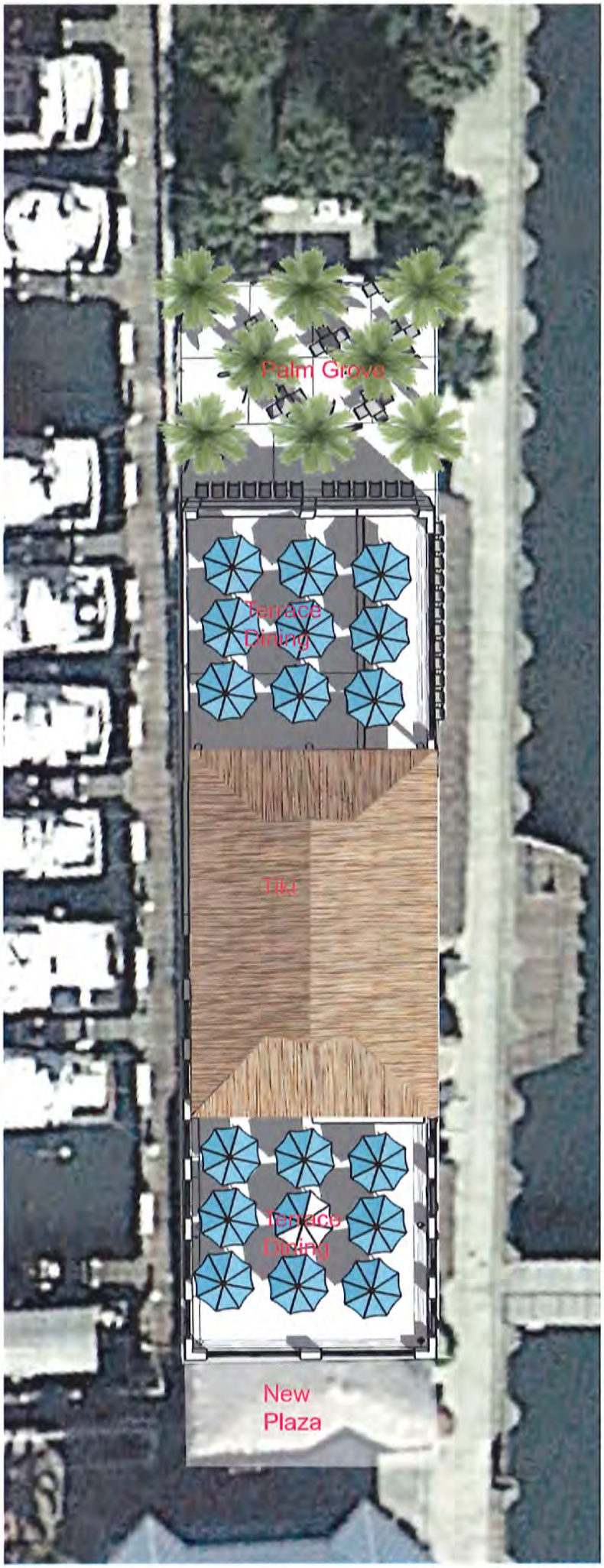


Boundary Overlay/Proposed Development



Proposed Development





Pierce's waterfront.

New Restaurant To Include:

- A plaza between the existing Marina Building and the proposed new building. This plaza is achieved by setting back (pushing north) the new structure from where the original Tiki foot print sits today. We believe this space is essential to allow increased vistas of the public waterfront from, to decompress the heavily used area by visitors using public restrooms during major events, to allow for increased visual and pedestrian connections between the waterfront south of the Marina and that north of the Tiki restaurant and to create a centrally located public space that can house outdoor seating or special entertainment and events both by the restaurant and the Marina.

Our proposal includes:

- A +- 4,000sf built footprint;
- A downstairs dining area (open and enclosed);
- A kids dining and entertainment area;
- A state of the art kitchen;
- A wrap-around, waterfront bar with views of the marina and the lagoon;

a second-story terrace for open-air dining;

- A second-story bar covered with a Tiki that perpetuates the concept of the historic structure;
- A second-story terrace for open-air dining;
- New bathrooms;
- A second-story bar covered with a Tiki that perpetuates the concept of the historic structure
- A stage to host entertainment;
- An open-air palm-grove outdoor seating area that opens up the restaurant to the City's investment and improvements north of the Tiki.
- Full ADA accessibility throughout.

The proposed *downstairs dining* area is highly transparent, yet can be fully enclosed with glass doors to ensure a year-round comfortable dining experience without compromising views.

The *downstairs bar* wraps around the north end of the building, allowing 180 degree views of the lagoon, the park and the Marina. It is important to note that opening up the north end of the building with active uses will put "eyes on the park". This will result in natural surveillance of the park and increased activity in an amenity that the City has put

great care and resources to enhance. Between the downstairs bar and the City park we are proposing a *grove of palm trees*. This will provide a unique, tropical, shaded outdoor seating area that will become a destination in and of itself.

An *upstairs terrace* will provide unmatched views of the lagoon and of the City. Our restaurants strive to anchor and increase pedestrian activity and spending in downtown areas. We believe that providing visibility of retail stores or areas to diners during the time our customers enjoy their meal increases shopping. And the upstairs terrace and bar will do just that. The *open-air upstairs bar* will be nestled under a Tiki structure. This will honor the Tiki tradition. This bar can be the stage to launch Marina or City-sponsored events such as fishing tournaments, marathons, walks or any pertinent event.

The *kid's dining and entertainment area* allows families with children to enjoy a unique, relaxed dining experience not available elsewhere in the City. We provide a kid area where children have games and entertainment and furniture that fits their size and fosters their imagination.

We are experts at designing restaurant kitchens that maximize capacity and speed of delivery. We propose a new, *state of the art kitchen* with new equipment, supplied by Cheney Brothers.



Views of the proposed New Waterfront Restaurant and Bar

Our seating will include conventional table tops, high tops, booths, themed seating, bar seating, indoor and outdoor experiences and opportunities to gather around a fire pit with water views.





Aerial view of new Tiki over new restaurant structure



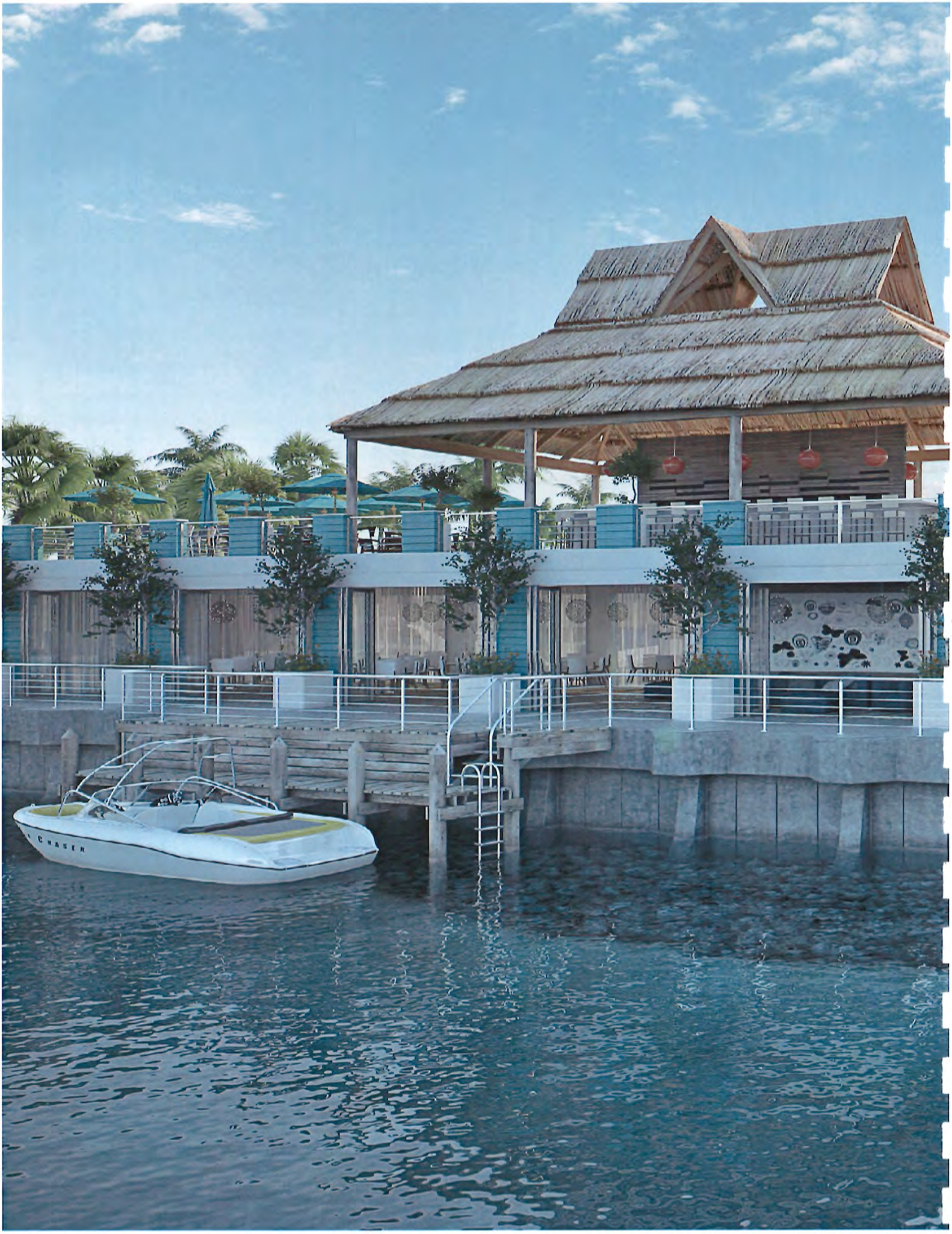
The downstairs, "wrap-around" bar that spills over a patio set under a grove of palms for outdoor dining. This feature will connect the efforts north of the pier to the redevelped downtown area.







Left: View of the downstairs bar that wraps around the entire north end of the new building. This brings customers the ability to enjoy the views and activity on the north end of the leasable area that will complement the City's improvements in the Fountain Park.
Top: Perspective view looking north west of a solid, yet transparent ground floor and second floor terrace with a Tiki structure anchoring the building. This configuration allows for multiple indoor and outdoor seating experiences. Furthermore the downstairs can be fully enclosed on cold or stormy days, yet maintain perfect visibility as enclosures are glass.
This building is set back from the Marina building to allow for a much needed public plaza between the two buildings that will help with views and activity congestion in this area during special events.


CHASER



Looking south west at the proposed new waterfront restaurant and bar at the Fort Pierce City Marina.

9. General Business Plan



Mulligan's Beach House (Mulligan's) is proposing a ten-year lease with two five-year renewals with a base rent of $20,000 a month plus sales tax with a 3% annual increase. We expect the sales to be between five and a half million dollars ($5,500,000) to six and a half million dollars ($6,500,000) annually being open for breakfast, lunch and dinner 365 days a year. A comparative restaurant would be our Vero Beach location which does a bit over six and a half million dollars ($6,500,000) annually. Our proposed rental agreement also includes an override of 5% over four and a half million dollars ($4,500,000) to be paid annually. This will provide the City of Ft. Pierce with an additional revenue of $50,000-$75,000 annually.

Mulligan's plans on bringing a beautiful 2 story, 250 seat restaurant that will be an attraction to both locals & tourists alike. As soon as the city decides to welcome Mulligan's to their city, we will have our architect, Ft. Pierce based Ray Chladny & our planner Marcela Camblor-Cutsaimanis start all the plans for demolition and construction to start September 1st with a completion date before Christmas. We would request that the City of Ft. Pierce offer rent relief during the construction of the restaurant. We have every intention of hiring local sub-contractors to assist Bayview Construction in the building of our restaurant. The estimated cost will be around $2 million dollars, once site plans are approved, we will be able to get bids completed and the final budget for the entire project.

10. Plans For Utilizing the Area for Community/Marine Related Events, Operations or Activities

Mulligan's Beach House has an outstanding reputation of working with community businesses and organizations to maximize the experience for residents and visitors alike. Mulligan's has experience with, and is committed to participating in special events organized by the Marina or other organizations such as Main Street, the CRA, the City, etc. Our restaurant, upstairs terrace, or the newly proposed plaza between the new building and the Marina are ideal locations to start/finish any publicly-sponsored event.

Organizers shall communicate directly with our company's vice president, Mary Hoertz, who will make all necessary arrangements. Our typical involvement includes, but is not limited to:

- financial contributions to a special event
- discounts for special events
- special dining areas set aside for special events (the ADA accessible terrace can be a VIP venue or the launching platform of a fishing tournament as an example)

Just like our 7 existing Mulligans Beach House Restaurants, we will intimately involve ourselves in our community. Mulligans is a big supporter of our community, from schools - Kindergarten to 12th grade - to charity events, including fund raisers, special Olympics and cancer societies, etc. We will continue to put forth a mammoth effort to involve every charity we can. Mulligan's will work with the local agencies to promote local events and advertise the location and the City. We will offer local VIP cards for residents that include:

- 10% discount year-round,
- buy one get one free Tuesdays
- free birthday Sundae
- priority seating
- special offers during special events

We will offer special discounts for Marina patrons and tour customers, theatre attendees and other events that the City or other agencies feel important to promote downtown.

Mulligan's has sponsored fishing tournaments, skim jams, surf contests, boat races and many more community events. We support each and every one of our communities we are in.



11. Evidence of Insurance

* Provided. See Attached Documents in Section V.

12. Name, Addresses and Telephone Numbers of the Proposer/Lessee

Proposer/Lessee:

Mulligan's Beach House Bar & Grill
George Hart, President
Mary Hoertz, Vice President
Greg Carey , Chairman of the Board
1038 SE Ocean Blvd. Suite D
Stuart, Fl. 34996
772.600.7377 - ph, 772.872.5192 - eFax

13. Complete Resume of Ownership and Personel

• See Bios and Evidence of Personal Experience on pages 9-15

14. Evidence of Personal Experience

• See Bios and Evidence of Personal Experience on pages 9-15

15. Financial Statement

• See Bios and Evidence of Personal Experience on pages 9-15

16. References

See following pages for a list of references that may be contacted as the reviewing committee sees fit. Also listed are charities we support that may also be contacted. The completed RFP reference forms are attached in Section V.

City of Stuart Commissioner, Troy McDonald
300 SW St. Lucie Avenue
Stuart, FL 34994
(772) 286-2848
Jensen Beach Commissioner, Doug Smith
2401 SE Monterey Road
Stuart, FL 34996
(772) 221-2359
City Manager of Vero Beach, Jim O'Connor
Council Member, Tony Young
1053 20th Place
Vero beach, FL 32960
(772) 978-4710

Charities and Organizations Sponsored by Mulligan's Beach House:

Jensen Beach High School Project Graduation
Mikey Wick- (772) 530-6154
Treasure Coast Down Syndrome Awareness
Laurie Frost- (772) 341-3063
Castle
Rhonda Blakey (772) 465-6011
Deaf & Hard of Hearing of the Treasure Coast
Rick Kottler (772) 339-2233
Treasure Cost Youth Football Cheer
Nixalys Vega (772) 528-4827
Treasure Coast High School
Adela DellaCroce (772) 807-4321
Elev8Hope
Rhina Shpirick (772) 285-6026
JDRF - Juvenile Diabetes Research
Lora Hazelwood (561) 801-7271
US Sailing Center Martin County
Alan Jenkinson (772) 337-8085
Little Birthday Angels
Angel Pietsch (772) 696-1129
Martin County High School
Helen Harvey (772) 260-3472
Humane Society of the Treasure Coast
Courtney Zanetti (772) 600-3211
VSA Florida -Palm Beach County
Cindy Pijanowski (561) 966-7025
JRC Charitable Foundation
John Call (561)623-9901
Jeffros Heroes
Jeff Ritter (561) 283-5687
Unity Golden Life Ministries
Rev. Vernelle Nelson
(954) 295-3142
Light of the World Clinic
Beth Jarvis (954) 530-2188
American Cancer Society
Lora Stearns (954) 200-7534
Humane Society of Broward County
Darlene Rankin (954)-266-6838
Vero beach Life Guard Association
Erik Toomsoo {908) 797-8725
LaRosa Foundation
Rene Larosa (772) 388-7966
Environmental Learning Center
Nancy Puglio (772) 589-5050
Big Brothers Big Sisters
Thomas John (772) 466-8535
Youth Guidance Mentoring & Activities
Doug Barrie
(772) 772-5040
Humane Society of Vero & Indian River County
Jennifer Downes (772) 388-3826
Sebastian River High School Rowing Team
Cathy Morrison
(772) 643-3016
Sebastian Charter Junior High School
Melissa Holman (772) 388-8838
Stuart Main Street
Thondra Lanese (772) 286-2848

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11. Minority Participation and Outreach Program

It is the intent of Mulligan's Employment Outreach Plan to prioritize hiring locally. Consequently, and due to the demographics of many of our locations, we hire a significant percentage of minorities. We encourage our contractors to do the same.

We hold job fairs at each new location, at opening and during special events to ensure our success is shared with the community.

We train our personnel extensively to do the job well, to be responsible, to be responsive, to show up at work every day, to treat customers with respect and to be a team player.

We are proud of being a contributor to the overall unemployment of minorities. According to the Path Forward Coalition, the unemployment rate for African-American workers has decreased steadily since 2010, and the retail and restaurant industries can take much of the credit.

Our job growth opportunities within the larger organization are made available to all of our employees.

Additionally, Mulligan's is proud to have a WM-BE-certified business leading our company's growth effort - our planning firm, Marcela Camblor & Associates, Inc; a minority, woman-owned, local business.

Our Minority Participation and Outreach Plan Includes:

1) making all reasonable efforts to appoint diverse members to supervisory positions and to recruit diverse individuals, treating minority status as one of the legitimate factors to be taken into account in achieving diversity;
2) achieving participation by diverse employees that reflects the makeup of our communities and the general United States population; and
3) providing social and educational opportunities for networking to our staff in order to further their career and educational growth.

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MULLIGAN'S BEACH HOUSE
EQUIPMENT OVERVIEW

Our company has extensive equipment both in each restaurant as well as vehicles and machinery to service our facilities.

We thought important to focus our equipment overview on the NEW equipment we are proposing to bring to the state of the art kitchen we will be building. Our experience proofs that it is this variety and quality of equipment that allows us to provide the most varied menu in a timely and consistent manner.

See list in following pages.



ITEM	DESCRIPTION
Conveyor Toaster -Vollrath	Vollrath -14 1/2"W conveyor belt, 1100 slices or bun havles per hour, top and bottom heat controls, variable speed control, power saver switch, hi temperature limit switch, stainless steel construction, cool touch exterior
Mega Top Sandwich/Salad Prep Refrigerator-Continental Refrigerator	Refrogerated Base Sandwich Unit 60" Wide, #300 series stainless steel, galvanized stainless steel back, aluminum interior
Heat Lamps	Hatco-Glo Ray Infrared Foodwarmer, high wattage, tublar metal heather rod with lights, single heater rod housing. Remote control enclosure
Lettuce Krisper-Silver King	Lettuce cripser/dispenser, refigerated, 50 head capacity , combo bin, service shute, adjustable electronic control with LED temperature indicator, stainless steel
Sandwich /Salad Prep Cooler -Continental	Continential Refrigerator Sandwhich Unit 60" W, 17.0 cu ft capcaity , two section, (16) 1/6 size x4" deep pans with 12" cutting board, (2) field rehingable doors, stainless steel top, front and end panels aluminum interior
Refrigerated Work Top - Continental	Work Top Refridgerator, 60" wide, 17.0 ct ft capacity, two section stainless stell top with 5 1/2" backsplash aliminum interior, electronic controller, w digital display
French Fry Warmers	Hatco-Glo Ray, Portable Foodwarmer with special stand for food holding pans with metal sheathed element
Gas Countertop Griddle -Vulcan	Vulcan Heavy Duty Griddle, gas 72"W x 24" D Cooking surface, 1" thick polished steel griddle plate, embedded mechanical snap action thermostat every 12", milivolt pilot safety, manual ignition, low profile, stainless stell front, sides, front grease trough 4" back & tapered side splahses 4" adjustable legs, 162,000 btu , brass t link gas connector
Charbroiler Gas, Countertop - Vulcan	Achiever Charbroiler, countertop 46-7/8", (8) 17000 BTU cast iron burners, infinite heat control vavles, fully welded chassis, (2) drip trays, stainless steeel front, sides & top trim, backsplsh & grease trough, 4" adjustable legs 136000 BTU

Range 60" Open Burners - Vulcan	Endurance Restaurant Range, gas 60" (10) 30,000 BTU burners with lift off burner heads, standard oven (left), (1) confection (right_, stainless stell front, sides, backriser, & high shelf, fully MIG welded fram, 6" adjustable legs, 358,000 BTU CSA, NSF, Brass Safe TIlnk Gas connector hose, 1" connection, 48"L stainless steel braid with extruded coating, (1) quick disconnect, (1) stainless steel braid with extruded coatiing.
Fryer Battery, Gas - Pitco Fryer	Solstice Prepacked fryer system with solstice, filter drawer, system gas, (3) 70-90lb oil cpacity full tanks, milivolt control, stainelss stell tank, front & sides, under fryer drawer filtration, total 420,000 BTU
Equipment Stand , Refigerated Base - Continental	Continental Refridgerator, Griddle Stand, one section (2) drawers, accommodates (2) 12"x20"x6", dial thermeter, stainless still top with drop guard marine edge, stainless stell exterior and interior and 4" casters, self contained refridgeration.
Bread & Batter Station	Prairie View Industries, breakd & batter station, counter top 31"wx24-3/4"Dx24-1/2"H includes (2) stainless stell full size steam pans 6" deep, (back pan hold batter mix & front pan holds breading mixture, (1) perforated coarse bucket for batter & breading.
Worktop Freezer -Continental	Continetal Refrigerator, Freezer Base worktop unit 68" wide, #300 stainless stell work top with 5 1/2" backsplash, stainless stell front and end panels, galvanised steel rear and grill, aluminum interior, (4) drawers hold (2) 12x20 x6 pans per drawer (supplied by others), (1) half height filed rehingable door, electronic controller with digital display
Reach in Freezer -Continental	Slim Line Freezer, reach in 36 1/4" wide two section, self contained refrigeration, standard depth, stainless steel front, alumimun interior & ends, full height solid doors, electronic controller w digital display, electric condensate evaporator, 5" casters.

Gas Floor Fryer - Pitco	Fryer, gas, floor model, full frypot, 40-50lb oil capacity, milivolt control, stainless steel tank, front, door & sides, 11,000 BTU, brass safe t link gas connector kit, 3/4" connection, 48"L, stainless steel braid with extruded coatin, (1) quick disconnect, (2) swivel Link swivels, (1) 90 degree elbow, ball valve, restaining cable adjustable for 3'to5'. Natural Gas, milllivolt controler, standard
Rang 24", 4 open burners-Vulcan	Endurance Restaurant Range Gas, 24" (4) 30,000 burners, standard oven, stainless steel front, sides, backriser & lift off high shelf, fully MIG Welded frame, 6" adjustable legs, 143,000 BTU. Brass Safe t-link Gas connector kit 3/4" connection, 48"L stainless steel braid with extruded coating (1) quick disconnect (2) swivel link. (1) 90 degree elbow, ball valve, restraining cable adjustable.
Equipment Stand, Refrigerated Base-Continental	Refrigerator Griddle Stand, one section (2) drawers-accomdates (3) 12"x20"x6", dial thermometer, stainless steel top with drip guard marine edge, stainless steel exterior and interior 4" casters, self contained refrigeration, 1/4 hp 10' cord, electric condensate evaporator
Gas Countertop Griddle-Vulcan	Heavy duty griddle, countertop, gas 60" Wx24"D Cooking surface, 1" thick polished steel griddle plate, emdedded mechanical snap action thermostat every 12" millivolt pilot safety manual ignition, low profile, stainless stee front, sides, front grease trough 4" back & tapered side splashes, 4" adjustable legs, 135,000 BTU, Brass safe t link gas connector kit, 3/4" connection, 48"L stainless steel braid with extruded coating
Oven, Electric Countertop-Bakers Pride	Hearth Bake Series Pizza/Bake Oven, electric countertop, two compartment, each, 20 3/4"Wx20-3/4"D x 5 1/2"H Corderite hearth backing decks, individual 284-680 degrees, 15 min mechainical timers, stainless steel exterior, 4" adjustable legs
Mobile Heated Cabinet-Alto-Shaam	Halo Heat-Heated holding cabinet, mobile, double compartment on/off simple control with adjustable thermostats, insulated, capacity for (8) 18"x26"x1" sheet pans in each compartment, heavy duty stainless steel exterior and interior

Worktable with Prep Sinks -John Boos	Prep table sink unit 16/300 stainless steel, free standing, with (2) sinks located at left end (1) 16x20x4", (1) 16x20x8, 96"w, 30" front to back, 10" back splash, no drip edge, stainless steel drawey, poly sliding cutting board, stainles steel legs & undershelf, deck mount faucet 4" o/c with 10" swing spout included. Brass faucets, ceramic cartridges, deck mixing faucet, 12" swing nozzel
Food Processor -Robot Coupe	Commercial Food Processor, 3qt, clear polycarbonate bowl with handle, kidney shaped opening, vegetable prep attachement with external ejection, includes (1) "S" Blade (1) 2mm grating disc, (1) 4mm slicing disc, continus feed, bowl attachement designed for vertical cutting & mixing, on/off & pulse switch, single Speed, 1725 RPM
Food Slicer, Electric - Globe	Globe Premium Slicer, 13" dia. Stell alloy knife blade, manual gear driven knife system, start/stop touchpad controls, 2" angeled drip groove on slicer table, knife ring guard with removable defelector, knife cover interlick and dual gear slice thickness adjustment, 45" carriage angle 12" food chute carriage, stainless steel construction.
Walk In Combination Cooler Freezer, Remote- CBI WALK IN	Walk in cooler/freezer - 33' 1"x10' 6"x8'x6' high, insluation: 4' Durathane, all urethan foamed in place. Exterior: Stucco Galvanized. Interior Freezer Floor-Smooth Aluminum. Freezer with floor, cooler floorless w/vinyl u-channel screeds, (2) 36"x78" Flush mounted entrace doors with hardware. Pilot light & switch. Assembly vapor proof light & dial thermometer, 14"x14" peep window w/heated frame & glass, 36"H 1/8" Aluminum treadplate kickplates int & ext, vinyl strip curtain, center light above door, interior ramp, pressure relief vents, kason 48" fluorescent light fixtures. Enclosure panels, trim, CBI Walk in per plan.
Coffee Brewer	Bunn-o-Matic
Tea Brewer	Bunn-o-Matic
Espresso Camppuccino Machine	Nescafe

Beverage Counter -John Boos	Beverage Table, cabinet base with open front, 144"Wx30"D, 14/300 staome;ss steel top with no drip counter top edge with 10" backsplash & turndown, includes 1ph duplex outlet with stallion safety edge front and square turndown ends 18"x18"x12" sink on right 4" o/c splash mount facuet holes, hinged door in front of sink, 36" urn trough & louvered grate drain.
Soda & Ice Beverage Dispensers	
Shelving, wall mounted	John Boos
Ice Cumber-Scotsman	Prodigy Plus Ice Make, cube style, air cooled, self contained condenser, production capacity, up to 1077lb /24 hours at 70/50, Energy Star
Ice Bin For Ice machine	Scotsman Upright ice storage bin with top hinged front opening door. 1375lb ice capacity
Mop Sinks	John Boos floor mounted mop sings heavy duty
Hand Sinks	John Boos Pro-Bowl Handsinks, walk mounted
Bottle Cooler - Perlick	Bottle cooler, flat top 72"W self contained refrigeration (20.6) cu ft. interior capacity 38 degree factory temperature setting, (2) dent resistant stainless stell sliding doors.
Glass Froster Perlick Corp	Glass Froster underbar 24"w self contained refridgeration -10 degree to 10 degree temp range. 3.75 cu. Ft. interior volume (1) dent resistant stainless steel sliding door on top with die cast hangle, door frame heater, front vented, manual defrost
Glasswasher-CMA Dishmachines	Energy Mizer, Glass washer, low temp chemical sanitizing, washed up to (1000) 2-1/2" glasses per hour, built in chemical pumps with primer switches, built in electric tank heater.



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Additional Documents Included

- Certificate of Insurance
- Mulligan's Beach House PnL
- Reference Forms
- December Balance Sheet
- W-9
- RFP Proposer Acknowledgement Sheet
- Drug-Free Work Place Form
- Reference Check Forms
- City of Fort Pierce Proposal Request Check Form
- Addendum 1 Acknowledgement
- Addendum 2 Acknowledgement
- Property Contact Information

* Corporation Documents

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/21/2018

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).

PRODUCER	CONTACT NAME: David Maxwell	
Layline Risk Management Partners 3700 Koppers Street Ste. 510 Baltimore MD 21227	PHONE (A/C, No, Ext): (410) 247-0550 FAX (A/C, No):	
	E-MAIL ADDRESS: david@laylineriskmp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HISCOX	
INSURED Mulligan's Acquisition, LLC 1038 SE Ocean Blvd. Suite D Stuart FL 34996	INSURER B : ROCKHILL INSURANCE COMPANY	
	INSURER C : AMTRUST NORTH AMERICA, INC.	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MPL1856945.18	01/31/2018	01/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FF015766-02	01/31/2018	01/31/2019	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3691341	01/31/2018	01/31/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Mulligan's Acquisition

2 Business name/disregarded entity name, if different from above

Mulligan's Beach House

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1038 SE Ocean Blvd. #D

Requester's name and address (optional)

6 City, state, and ZIP code

Stuart, Fl. 34996

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

8	1	-	0	7	3	5	6	5	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Mary Hartz | **Date** ▶ 2-26-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form 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, *later.*

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: Mulligans Beach House Mailing Address: 1038 SE Ocean Blvd. #D	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 Mary Hoertz *Authorized Signature (Manual)*
City, State, Zip Code: Stuart, Fl. 34996	Typed or Printed Name: Mary Hoertz
Type of Entity (Check One): (Corporation) Partnership Proprietorship	Title: Vice President
Incorporated in the State of: Fl Delaware Year: 2016	Delivery in ____ days, ARO
Phone Number: 772-600-7377	Payment Terms: Net 30 Days
Fax Number: 772-872-5192	FEIN or SS Number: 81-0735655
E-Mail Address: mary.h@mulligansbeachhouse.com	Local Business: ✓ Y ____ N MWBE: ____ Y ✓ N
Bid Security is attached, when required, in the amount of $ _____ *F.O.B. DESTINATION*	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Mulligans Beach House 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.

Mary Hearts
Proposer's Signature

2-26-18
Date

REFERENCE CHECK FORM

Bid No: 2018-010 Title: Waterfront Restaurant and Bar at City Marina

Bidder/Respondent Name: Mulligans Beach House
Reference Company Name: City of Stuart Commissioner. Troy McDonald
Telephone Number: 772-286-2848 Fax Number: _____
Contact Name: Troy McDonald Email: tmcdonald@ci.stuart.fl.us

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: Mulligan's Beach House
Reference Company Name: Jensen Beach Commissioner
Telephone Number: 772-221-2359 Fax Number: _____
Contact Name: Doug Smith Email: dsmith@martin.fl.us

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: Mulligans Beach House
Reference Company Name: City of Vero Beach, City Manager
Telephone Number: 772-978-4710 Fax Number: 772-978-4716
Contact Name: James O'Connor Email: citymgr@covb.org

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?

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

Mary Hoerter
Proposer's Signature

2-26-18
Date

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: Mary Hoertz
Manual

Signature: Mary Hoertz
Typed or Printed

Company Name: Mulligan's Beach House

Address: 1038 SE Ocean Blvd. #D, Stuart, Fl. 34996

Date: February 26, 2018

/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: Mary Hoertz
Manual

Signature: Mary Hoertz
Typed or Printed

Company Name: Mulligan's Beach House

Address: 1038 SE Ocean Blvd. #D, Stuart, Fl. 34996

Date: February 26th, 2018

/gc

RESTAURANT INFORMATION

JENSEN BEACH 2019 Jensen Beach Blvd. Jensen Beach 34957	
PHONE:	772-232-1414
FAX:	772-232-1474
EMAIL: jensenbeach@mulligansbeachhouse.com	
FEDERAL ID#:	61-1775932
SALES ID#:	53-8016891720-0
LIQUOR LICENSE #:	BEV5302061
FOOD SEATING	SEA5300662
REEMPLOYMENT TAX #	3334089
CORP DOCUMENT #	M15000010373

LAKE WORTH 10 Ocean Blvd. Lake Worth 33460	
PHONE:	561-588-4133
FAX:	561-588-4132
EMAIL: lakeworth@mulligansbeachhouse.com	
FEDERAL ID#:	32-0480598
SALES ID#:	60-8016893876-0
LIQUOR LICENSE #:	BEV6015992
FOOD SEATING	SEA6020953
REEMPLOYMENT TAX #	3334171
CORP DOCUMENT #	M15000010370

LBTS 18 Commercial Blvd., Ft. Lauderdale 33308	
PHONE:	954-776-1530
FAX:	954-776-1528
EMAIL: lbts@mulligansbeachhouse.com	
FEDERAL ID#:	36-4823655
SALES ID#:	16-8016892622-3
LIQUOR LICENSE #:	BEV1620849
FOOD SEATING	SEA1623430
REEMPLOYMENT TAX	3334062
CORP DOCUMENT #	M15000010372

SEBASTIAN 806 Indian River Dr., Sebastian 32958	
PHONE:	772-918-4844
FAX:	772-918-4845
EMAIL: sebastian@mulligansbeachhouse.com	
FEDERAL ID#:	38-3985610
SALES ID#:	41-8016891688-6
LIQUOR LICENSE #:	BEV5302203
FOOD SEATING	SEA4105234
REEMPLOYMENT TAX	3334070
CORP DOCUMENT #	M15000010368

STUART 131 SW Flagler Avenue, Stuart, 34994	
PHONE:	772-288-1881
FAX:	772-872-6392
EMAIL: stuart@mulligansbeachhouse.com	
FEDERAL ID#:	36-4823652
SALES ID#:	53-8016892093-0
LIQUOR LICENSE #:	BEV5302680
FOOD SEATING	SEA5301746
REEMPLOYMENT TAX	3334054
CORP DOCUMENT #	M15000010367

VERO BEACH 1025 Beachland Blvd., Vero Beach, 32963	
PHONE:	772-492-6744
FAX:	772-492-5178
EMAIL: verobeach@mulligansbeachhouse.com	
FEDERAL ID#:	37-1797711
SALES ID#:	41-8016891527-2
LIQUOR LICENSE #:	BEV4102104
FOOD SEATING	SEA4100085
REEMPLOYMENT TAX	3334042
CORP DOCUMENT #	M15000010366

SINGER ISLAND 2551 N. Ocean Avenue, Riviera Beach, 33404	
PHONE:	561-629-5442
FAX:	561-619-7728
EMAIL: Singerisland@mulligansbeachhouse.com	
FEDERAL ID#:	32-0545050
SALES ID#:	53-8016892093-0
LIQUOR LICENSE #:	BEV6017480
FOOD SEATING	SEA6021890
REEMPLOYMENT TAX	3334054
CORP DOCUMENT #	M17000010340

CORPORATE 1038 SE Ocean Blvd. Suite D, Stuart, 34996	
PHONE:	772-600-7377
FAX:	772-600-7379
MARY HOERTZ: Mary.H@mulligansbeachhouse.com	
MARY CELL :	772-285-6419
FEDERAL ID:	810735655
STEVE - MAINTENANCE	772-696-1659
JOE - MAINTENANCE	772-214-8086

M15000010372

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

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000280130500

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2015 DEC 29 P 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
DEPARTMENT OF STATE
15 DEC 29 PM 4:31

DEC 30 2015

S MASON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallhassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 935741 4809065

AUTHORIZATION :

COST LIMIT : $ 160.00

ORDER DATE : December 29, 2015

ORDER TIME : 3:20 PM

ORDER NO. : 935741-010

CUSTOMER NO: 4809065

FOREIGN FILINGS

NAME: MULLIGANS LBTS ACQUISITION LLC

XXXX QUALIFICATION (TYPE: CO)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER: _____

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: MULLIGANS LBTS ACQUISITION LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Name of Person

Firm/Company

Address

City/State and Zip Code

Yabi.Wagener@jpbpartners.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Contact Person at (Area Code) Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ■ $160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Mulligans LBTS Acquisition LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C," or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 36-4823655
(FEI number, if applicable)

4. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Street Address of Principal Office)

6. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Mailing Address)

FILED
2015 DEC 29 P 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee (City), Florida 32301 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and 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.

(Registered agent's signature)

Courtney Williams
Asst. Vice President

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Mulligans Acquisition Inc., its Manager

c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045

9. *Attached is a certificate of existence, no more than 90 days old,* duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

/s/ Gregory Carey
Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Gregory Carey
Typed or printed name of signee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MULLIGANS LBTS ACQUISITION LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MULLIGANS LBTS ACQUISITION LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.





5916313 8300

SR# 20151546751

Authentication: 10690596

Date: 12-28-15

You may verify this certificate online at corp.delaware.gov/authver.shtml

M15000010370

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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900280130519

FILED
2015 DEC 29 P 3:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
DEPARTMENT OF STATE
15 DEC 29 PM 4:31

DEC 30 2015

S MASON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallhassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 935741 4809065

AUTHORIZATION : [signature]

COST LIMIT : $ 160.00

ORDER DATE : December 29, 2015

ORDER TIME : 3:22 PM

ORDER NO. : 935741-025

CUSTOMER NO: 4809065

FOREIGN FILINGS

NAME: MULLIGANS LAKE WORTH
ACQUISITION LLC

XXXX QUALIFICATION (TYPE: CO)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER: _____

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: MULLIGANS LAKE WORTH ACQUISITION LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Name of Person

Firm/Company

Address

City/State and Zip Code

Yabi.Wagener@jpbpartners.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Contact Person at (Area Code) Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ■ $160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Mulligans Lake Worth Acquisition LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C." or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 32-0480598
(FEI number, if applicable)

4. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Street Address of Principal Office)

6. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Mailing Address)

FILED
2015 DEC 29 P 3:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee (City), Florida 32301 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and 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.

(Registered agent's signature) Courtney Williams
Asst. Vice President

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Mulligans Acquisition Inc., its Manager

c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

/s/ Gregory Carey
Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Gregory Carey
Typed or printed name of signee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MULLIGANS LAKE WORTH ACQUISITION LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MULLIGANS LAKE WORTH ACQUISITION LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

5916324 8300

SR# 20151547996

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 10690982

Date: 12-28-15

M15000010373

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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2015 DEC 29 P 3:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
DEPARTMENT OF STATE
15 DEC 29 PM 4:31

DEC 30 2015

S MASON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallhassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 935741 4809065

AUTHORIZATION :

COST LIMIT : $ 160.00

ORDER DATE : December 29, 2015

ORDER TIME : 3:22 PM

ORDER NO. : 935741-030

CUSTOMER NO: 4809065

FOREIGN FILINGS

NAME: MULLIGANS JENSEN ACQUISITION LLC

XXXX QUALIFICATION (TYPE: CO)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
____ PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER: _____

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: MULLIGANS JENSEN ACQUISITION LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Name of Person

Firm/Company

Address

City/State and Zip Code

Yabi.Wagener@jpbpartners.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Contact Person at (Area Code) Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ■ $160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Mulligans Jensen Acquisition LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C," or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 61-1775932
(FEI number, if applicable)

4. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Street Address of Principal Office)

6. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Mailing Address)

FILED
2010 DEC 29 P 3:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee (City), Florida 32301 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and 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.

Courtney Williams
Asst. Vice President
(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Mulligans Acquisition Inc., its Manager

c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

/s/ Gregory Carey
Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Gregory Carey
Typed or printed name of signee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MULLIGANS JENSEN ACQUISITION LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MULLIGANS JENSEN ACQUISITION LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

5916325 8300

SR# 20151547284

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 10690730

Date: 12-28-15

M170000 10340

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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11/02/17--01027--025 **160.00

2017 DEC -5 PM 4:49

DEC 07 2017
J. HARRIS

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: Mulligan's Singer Island Acquisition. LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Mary Hoertz
Name of Person

Mulligan's Beach House / Incorp Services Inc.
Firm/Company

1038 SE Ocean Blvd. #D. / 919 North Market St. Suite 950
Address

Stuart, Fl. 34996 / Wilmington, DE. 19801
City/State and Zip Code

mary.h@mulligansbeachhouse.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mary Hoertz at (772) 600-7377
Name of Contact Person — Area Code — Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ■ $160.00 Filing Fee, Certificate of Status & Certified Copy

FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 16, 2017

MARY HOERTZ
1038 SE OCEAN BLVD #D
STUART, FL 34996

SUBJECT: MULLIGAN'S SINGER ISLAND ACQUISITION, LLC
Ref. Number: W17000088272

We have received your document for MULLIGAN'S SINGER ISLAND ACQUISITION, LLC and your check(s) totaling $160.00. However, the document has not been filed and is being retained in this office for the following:

You failed to make the correction(s) requested in our previous letter.

Unfortunately, the enclosed certified copy does not meet our filing requirements. We require a certificate of existence or certificate of good standing, which usually consists of a single sheet of paper that clearly reflects the entity is a valid entity in its home state/country. You can obtain the certificate of existence or certificate of good standing from the same office that provided you with the certified copy.

Please return a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Jenna D Harris
Regulatory Specialist II

Letter Number: 317A00023333

FILED
2017 DEC -5 AM 11:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
2017 DEC -5 PM 4:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 3, 2017

MARY HOERTZ
1038 SE OCEAN BLVD #D
STUART, FL 34996

SUBJECT: MULLIGAN'S SINGER ISLAND ACQUISITION, LLC
Ref. Number: W17000088272

We have received your document for MULLIGAN'S SINGER ISLAND ACQUISITION, LLC and your check(s) totaling $160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Unfortunately, the enclosed certified copy does not meet our filing requirements. We require a certificate of existence or certificate of good standing, which usually consists of a single sheet of paper that clearly reflects the entity is a valid entity in its home state/country. You can obtain the certificate of existence or certificate of good standing from the same office that provided you with the certified copy.

The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Jenna D Harris
Regulatory Specialist II

Letter Number: 217A00022330

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Mulligans Singer Island Acquisitions, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C." or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 32-0545050
(FEI number, if applicable)

4. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. c/o JPB Partners, LLC
(Street Address of Principal Office)
8820 Columbia 100 Parkway
Columbia, Maryland, 21045

6. Mulligans Singer Island Acquisitions, LLC
(Mailing Address)
1038 SE Ocean Blvd. #D
Stuart, Fl. 34996

2017 DEC -5 PM 4:49
SECRETARY OF STATE
TALLAHASSEE FLORIDA

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Greg Carey

Office Address: 1038 SE Ocean Blvd. STE D

Stuart (City), Florida 34996 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and 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.

Gregory C. Carey
(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Title or Capacity:	Name and Address:	Title or Capacity:	Name and Address:
Mulligans Acquisitions Inc., It's Manager	c/o JPB Partners, LLC 8820 Columbia 100 Parkway Columbia, Maryland 21045		

(Use attachments if necessary)

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Gregory C. Carey
Signature of an authorized person

Gregory Carey, Chairman of Board
Typed or printed name of signee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MULLIGAN'S SINGER ISLAND ACQUISITION, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MULLIGAN'S SINGER ISLAND ACQUISITION, LLC" WAS FORMED ON THE TWELFTH DAY OF OCTOBER, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.





6577120 8300

SR# 20177244042

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Authentication: 203641862

Date: 11-28-17

M15000010367

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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15 DEC 29 PM 4:32

DEC 30 2015

S MASON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallhassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 935741 4809065

AUTHORIZATION : Lynn Coleman

COST LIMIT : $160.00

ORDER DATE : December 29, 2015

ORDER TIME : 3:21 PM

ORDER NO. : 935741-015

CUSTOMER NO: 4809065

FOREIGN FILINGS

NAME: MULLIGANS STUART ACQUISITION LLC

XXXX QUALIFICATION (TYPE: CO)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER: _____

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: MULLIGANS STUART ACQUISITION LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Name of Person

Firm/Company

Address

City/State and Zip Code

Yabi.Wagener@jpbpartners.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Contact Person at (Area Code) Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ■ $160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Mulligans Stuart Acquisition LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C." or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 36-4823652
(FEI number, if applicable)

4. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Street Address of Principal Office)

6. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Mailing Address)

FILED
2015 DEC 29 P 3:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee (City), Florida 32301 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and 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.

Courtney Williams
Asst. Vice President
(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Mulligans Acquisition Inc., its Manager

c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

/s/ Gregory Carey
Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Gregory Carey
Typed or printed name of signee

Delaware

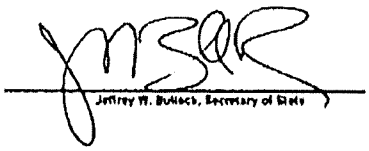
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MULLIGANS STUART ACQUISITION LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MULLIGANS STUART ACQUISITION LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.





5916317 8300

SR# 20151546850

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Date: 12-28-15

M15000010368

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

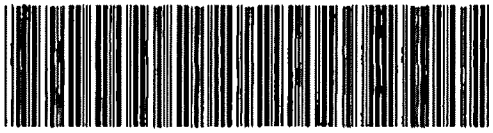
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(Document Number)

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DEC 30 2015

S MASON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallhassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 935741 4809065

AUTHORIZATION :

COST LIMIT : $160.00

ORDER DATE : December 29, 2015

ORDER TIME : 3:22 PM

ORDER NO. : 935741-035

CUSTOMER NO: 4809065

FOREIGN FILINGS

NAME: MULLIGANS SEBASTIAN
ACQUISITION LLC

XXXX QUALIFICATION (TYPE: CO)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
____ PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER: _____

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: MULLIGANS SEBASTIAN ACQUISITION LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Name of Person

Firm/Company

Address

City/State and Zip Code

Yabi.Wagener@jpbpartners.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Contact Person at (Area Code) Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ☒ $160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Mulligans Sebastian Acquisition LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C," or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 38-3985610
(FEI number, if applicable)

4. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Street Address of Principal Office)

6. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Mailing Address)

FILED
2015 DEC 29 P 3:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee (City), Florida 32301 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and 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.

Courtney Williams
Asst. Vice President
(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Mulligans Acquisition Inc., its Manager

c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

/s/ Gregory Carey
Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Gregory Carey
Typed or printed name of signee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MULLIGANS SEBASTIAN ACQUISITION LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MULLIGANS SEBASTIAN ACQUISITION LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Jeffrey W. Bullock, Secretary of State

5916318 8300

SR# 20151547071

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Authentication: 10690695

Date: 12-28-15

M15000010366

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

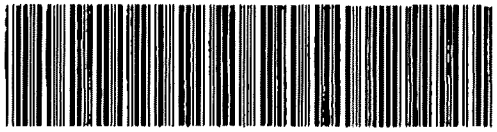
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(Document Number)

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15 DEC 29 PM 4:32

DEC 30 2015

S MASON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallhassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 935741 4809065

AUTHORIZATION : Lynn Helena

COST LIMIT : $ 160.00

ORDER DATE : December 29, 2015

ORDER TIME : 3:21 PM

ORDER NO. : 935741-020

CUSTOMER NO: 4809065

FOREIGN FILINGS

NAME: MULLIGANS VERO ACQUISITION LLC

XXXX QUALIFICATION (TYPE: CO)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
_____ PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER: _____

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: MULLIGANS VERO ACQUISITION LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Name of Person

Firm/Company

Address

City/State and Zip Code

Yabi.Wagener@jpbpartners.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Contact Person at (Area Code) Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ■ $160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Mulligans Vero Acquisition LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C." or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 37-1797711
(FEI number, if applicable)

4. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Street Address of Principal Office)

6. c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045
(Mailing Address)

FILED
2015 DEC 29 P 2:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee (City), Florida 32301 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and 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.

Courtney Williams
Asst. Vice President
(Registered agent's signature)

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Mulligans Acquisition Inc., its Manager

c/o JPB Partners, LLC

8820 Columbia 100 Parkway; Columbia, Maryland 21045

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

/s/ Gregory Carey
Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Gregory Carey
Typed or printed name of signee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MULLIGANS VERO ACQUISITION LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MULLIGANS VERO ACQUISITION LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

5920144 8300

SR# 20151547355

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 10690754

Date: 12-28-15

Proposal Submission in Response to

City of Fort Pierce RFP No. 2018-010

From the:

Tiki Bar & Restaurant of Ft. Pierce, Inc.



The Original
TIKI BAR & RESTAURANT
We overlook nothing.....
But the beautiful Indian River

Colin V. Lloyd	Owner
Ian T. Lloyd	Owner
Diego Larroude	Director of Operations
Donna Q. Burke	Operations Administrator

Table of Contents

SECTION 1 – LETTER OF TRANSMITTAL & ACKNOWLEDGMENT 4

..... 4
1A. TRANSMITTAL LETTER 4
1B. PROPOSER ACKNOWLEDGEMENT PAGE 5
1C. PROPOSER'S CHECKLIST 6

SECTION 2 – ORGANIZATIONAL PROFILE & QUALIFICATIONS 7

2A. ORGANIZATIONAL PROFILE AND QUALIFICATIONS OVERVIEW 7
2B. ORIGINAL CORPORATE FILING APPROVED BY THE STATE OF FLORIDA IN 1998 9
2C. CORPORATE ANNUAL REPORT FILED JANUARY 10, 2017 14
2D. RESUMES OF PRIMARY INDIVIDUALS 15
2E. QUALIFICATIONS OF CONTRACTOR AND DESIGN TEAM 26
2F. REVENUE TRENDS OF OPERATIONS SINCE 1998 53
2G. EMPLOYEE DEMOGRAPHICS & EMPLOYEE HANDBOOK 54
2H. PHILANTHROPIC GIVING 72
2I. MARKETING AND PRESS SAMPLES 73
2J. BUSINESS AND COMMUNITY REFERENCES 87
2K. PROOF OF INSURANCE AND BUSINESS LICENSES 101
2L. CURRENT LEASES HELD WITH CITY OF FORT PIERCE 113

SECTION 3 – SCOPE OF WORK 184

3A. PERIOD OF LEASE, RENEWAL OPTIONS, PROPOSED RENTAL RATE 184
3B. DESCRIPTION OF CONCEPT PLANNED FOR RESTAURANT OPERATIONS 185
3C. CONCEPTUAL PLANS 188
3D. PROJECT TIMELINE 189
3E. DAILY OPERATION TIMES 190
3F. SAMPLE MENUS & PRICING, HOURS & ALCOHOLIC BEVERAGES 190
3G. ENTERTAINMENT 190
3H. ABILITY TO MEET SET STANDARDS 191
3I. BUSINESS PLAN 191

SECTION 4 – EQUIPMENT OVERVIEW 192

4A. NEW STATE-OF- ART KITCHEN EQUIPMENT 192

4B. NEW FURNITURE FIXTURES AND EQUIPMENT 193

SECTION 5 – SUPPLEMENTAL DATA & DOCUMENTS 202

5A. SIGNED CERTIFICATION OF LOCAL VENDOR PREFERENCE 202
5B. REFERENCE CHECK FORMS 203
5C. W-9 206
5D. SIGNED DRUG FREE WORKPLACE FORM 207
5E. SIGNED ADDENDUMS 208
5F. BUSINESS PLAN FOR THE TIKI BAR AND RESTAURANT OF FT. PIERCE, INC. 210
5G. PROFIT/LOSS AND BANK STATEMENTS 246

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: Tiki Bar & Restaurant of Ft. Pierce, Inc. Mailing Address: 2 Ave A Fort Pierce, FL 34950	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 _____ *Authorized Signature (Manual)*
City, State, Zip Code:	Typed or Printed Name: Ian T. Lloyd
Type of Entity (Check One): ✓ Corporation Partnership Proprietorship Incorporated in the State of: FL Year: 1998	Title: President Delivery in ____ days, ARO
Phone Number: 772-519-1845	Payment Terms: Net 30 Days
Fax Number: 772-464-9858	FEIN or SS Number: 65-0854257
E-Mail Address: DonnaC@originaltikibar.com	Local Business: ✓ Y ____ N MWBE: ____ Y ✓ N
Bid Security is attached, when required, in the amount of $ N/A *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

44

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 Barand 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--01088--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 #)

RECEIVED
98 JUL -8 PM 2:55
DIVISION OF CORPORATION

☒ Walk in ☒ Pick up time 2:00 ☐ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

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

	NEW FILINGS
X	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

7/6

Examiner's Initials

ARTICLES OF INCORPORATION

ARTICLE I - NAME

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

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

ARTICLE II - PRINCIPAL OFFICE

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

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 domicle 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

FILED
98 JUL -8 PM 2:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Filings, Inc.
by Teresa Roman, Vice President

Teresa Roman

4

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

FEI Number: 65-0854257

FILED
Jan 10, 2017
Secretary of State
CC0813453689

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

I hereby certify that the information indicated 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 receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that I am aware of the penalties for making false statements on this report or supplemental report.

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 Vice 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

DIEGO M LARROUDE

4 Ave A, Fort Pierce, Florida 34950 ☎ 772.216.0739 🖷 772.464.9858 ✉ diego150tki@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
- I hired, trained 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

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 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

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

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.



Firm's Qualifications

Corporate Certificate



State of Florida

Department of State

I certify from the records of this office that PAUL JACQUIN AND SONS, INC. is a corporation organized under the laws of the State of Florida, filed on December 31, 1972.

The document number of this corporation is P60021.

I further certify that said corporation has paid all fees due this office through December 31, 2008, that its most recent annual report/uniform business report was filed on January 8, 2008, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighth day of January, 2008

CR2E022 (01/06)



Florida Department of State
Division of Corporations

Detail by Entity Name

Florida Profit Corporation

PAUL JACQUIN AND SONS, INC.

Filing Information

Document Number P60021
FEI/EIN Number 59-1840491
Date Filed 12/31/1972
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 01/03/2008
Event Effective Date NONE

Principal Address

7348 COMMERCIAL CIRCLE
FT PIERCE, FL 34951

Changed: 01/03/2008

Mailing Address

P.O. BOX 4343
FT PIERCE, FL 34948-1343

Changed: 01/03/2008

Registered Agent Name & Address

JACQUIN, MICHAEL E
7370 PINEAPPLE LANE
FT PIERCE, FL 34945-1351

Name Changed: 01/03/2008

Address Changed: 01/03/2008

Officer/Director Detail

Name & Address

Title SVP

JACQUIN, PAUL E
2707 GROVE DRIVE
FT PIERCE, FL 34945

Title S/D

General Contractor Licenses



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC060473

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2015

JACQUIN, MICHAEL EDWARD
PAUL JACQUIN & SONS INC
POST OFFICE BOX 4343
FORT PIERCE FL 34948-4343

ISSUED 07/22/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407220004331



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1507936

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2015

JACQUIN, PAUL RAYMOND
PAUL JACQUIN AND SONS INC
POST OFFICE BOX 4343
FORT PIERCE FL 34948-4343

ISSUED 07/07/2014 DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC062706

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

JACQUIN, PAUL EDWARD
PAUL JACQUIN & SONS INC
2707 GROVE DRIVE
P O BOX 4343
FT PIERCE FL 34948-4343

ISSUED 07/07/2014 DISPLAY AS REQUIRED BY LAW

Firm's Qualifications

ACORD

PAULJ-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).

PRODUCER: Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Joseph E. Coons, CPCU, CIC. 772-286-4334	CONTACT NAME: Joseph E. Coons, CPCU, CIC. PHONE (A/C, No, Ext): 772-286-4334 FAX (A/C, No): 772-286-9389 E-MAIL ADDRESS: kroden@stuartinsurance.net
INSURED: Paul Jacquin & Sons, Inc. Michael Jacquin P.O. Box 4343 Fort Pierce, FL 34948-4343	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Westfield Insurance Co. 24112 INSURER B: FCCI Insurance Group 10178 INSURER C: INSURER D: INSURER E: INSURER F:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	TRA7400649	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		TRA7400649	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		TRA7400649	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A		001WC18A67784	01/01/2018	01/01/2019	PER STATUTE OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 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 101, 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 34950

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

Joseph E. Coons

ACORD 25 (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 _____

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

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

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

Firm's Qualifications

5. Name of Officers — Name and Address of Partners

President	Michael E. Jacquin	7348 Commercial Circle, Ft. Pierce
Vice President	Jonathan Modine	7348 Commercial Circle, Ft. Pierce
Vice President	Paul R. Jacquin	7348 Commercial Circle, Ft. Pierce
Secretary	Alyssa Poole	7348 Commercial Circle, Ft. Pierce
Treasurer	Cheryl A. Jacquin	7348 Commercial Circle, Ft. Pierce

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

Firm's Qualifications

SUBSIDIARY OR AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLIAN 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

Firm's Qualifications

11.

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

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.

Completed Area Projects

A.E. Backus Art Museum, Fort Pierce, FL.

Owner:
A.E. Backus Gallery
500 N. Indian Drive
Ft. 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

Treasure Coast Food Bank, Fort Pierce, FL.

Owner:
Treasure Coast Food Bank
Ft. 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 fro storing and distribution of meals to other locations.

Completed Area Projects

BOCC / TCERDA "Sunshine Kitchen", Fort Pierce, FL.

Owner:
SLC Board of County Commissioners/TCERDA
Ft. 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:
EDB 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.

References

DONADIO
& Associates, Architects, P.A.

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

609 17th Street Vero Beach
Email tha@don

"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.

References

BOARD OF COUNTY COMMISSIONERS

ST. LUCIE COUNTY FLORIDA

SOLID WASTE BALING & 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 Jaquin & 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 DZADOVSKY, District No. 1 • TOD MOWERY, District No. 2 • PAULA LEWIS, District No. 3 • FRANNIE HUTCHINSON, 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.stlucieco.org

n2
architecture + design

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

n2 architecture + design

Niki Norton, R.A., NCARB, LEEP 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

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

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 Sailing Center, Jensen Beach, FL
2012 TCBA Commercial Interior Improvements,
Palm City Dentistry, Palm City, FL

n2 architecture + design

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
2081 SE Ocean Blvd. Suite 1A | Stuart, FL 34996 | O: (772) 220-4411 | niki@n2archdesign.com
www.N2archdesign.com | Lic# AA26000832

n2 architecture + design

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

Commercial + Residential
2081 SE Ocean Blvd. Suite 1A | Stuart, FL 34996 | O: (772) 220-4411 | niki@n2archdesign.com
www.N2archdesign.com | Lic# AA26000832

n2 architecture + design

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
Crary 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)

Commercial + Residential
2081 SE Ocean Blvd. Suite 1A | Stuart, FL 34996 | O: (772) 220-4411 | niki@n2archdesign.com
www.N2archdesign.com | Lic# AA26000832

n2 architecture + design



Hop Life Brewery
Port St. Lucie, Florida



Longneck Brewhouse
Stuart, Florida

Commercial + Residential
2081 SE Ocean Blvd. Suite 1A
Stuart, FL 34996
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www.n2archdesign.com
License Number: AA26002853



Vine and Barley

Stuart, Florida



Islamorada Brewing Company

Port St. Lucie, Florida



Hurricane Grill
Several Locations

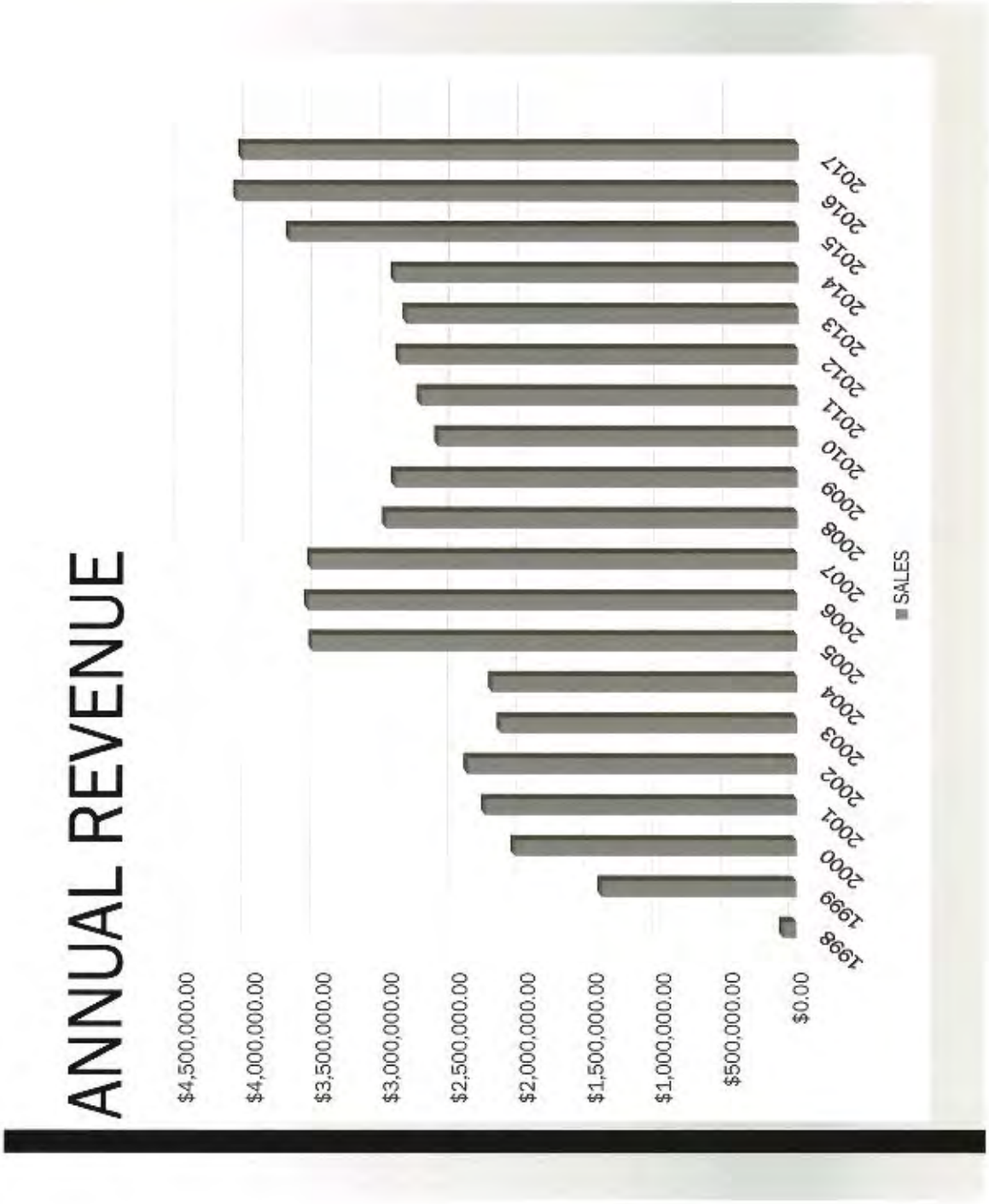


Hurricane Grill
Several Locations

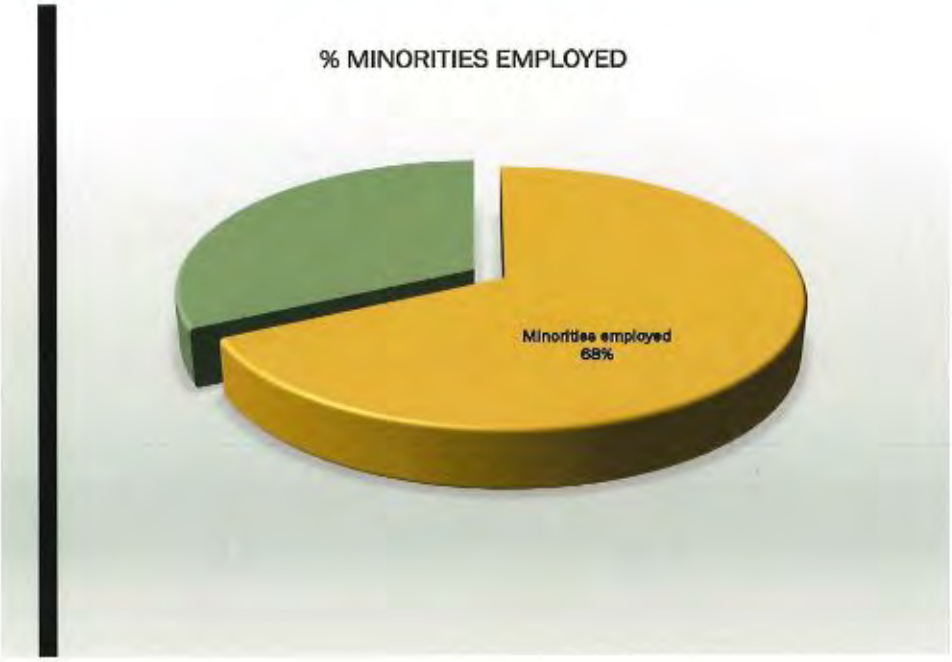


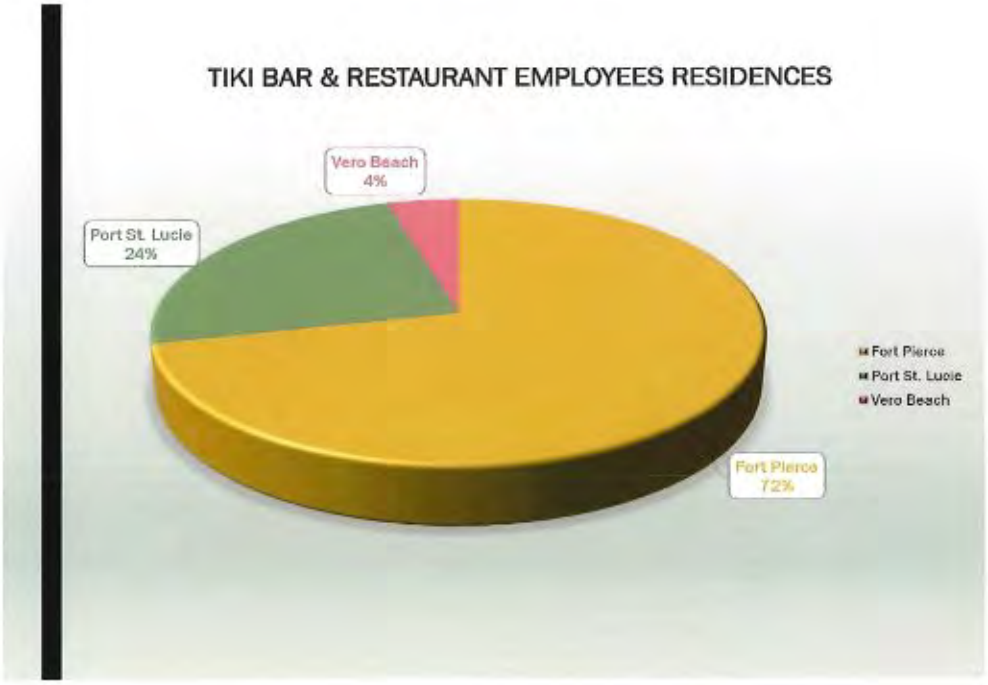
Importico Bakery
Stuart, Florida

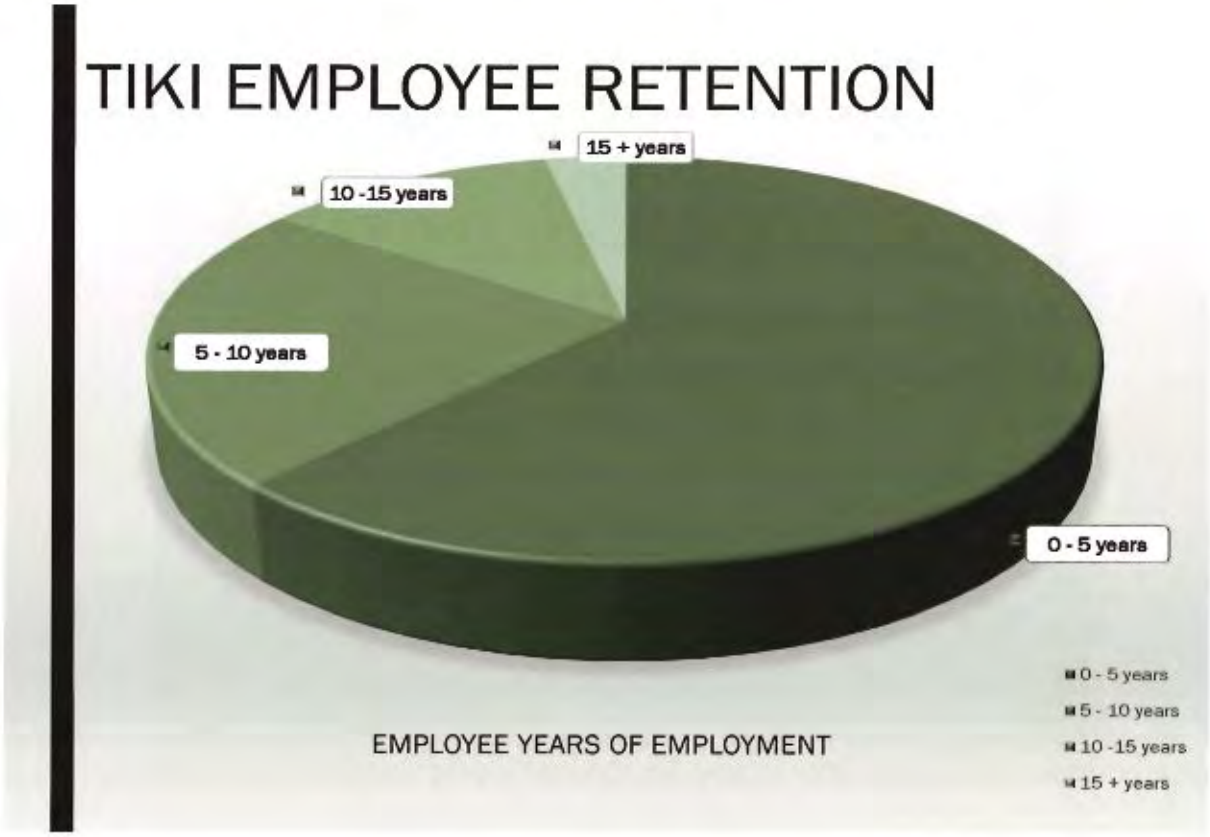
2f. Revenue Trends of Operations Since 1998



2g. Employee Demographics & Employee Handbook






TIKI EMPLOYEE RETENTION
15 + years
10 -15 years
5 - 10 years
0 - 5 years
EMPLOYEE YEARS OF EMPLOYMENT
0 - 5 years
5 - 10 years
10 -15 years
15 + years

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.

1

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.

*** 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)

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.

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 od 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) in 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 be 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 preform 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 imposer an undo hardship, the company will make the accommodation.

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.

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

The Telephone

Often a guest's first impression of our restaurant comes form 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 under estimate 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 manger 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.

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.

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

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 Coln 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 or foul or obscene printed or visual material, and physical contact such a 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.

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

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 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.

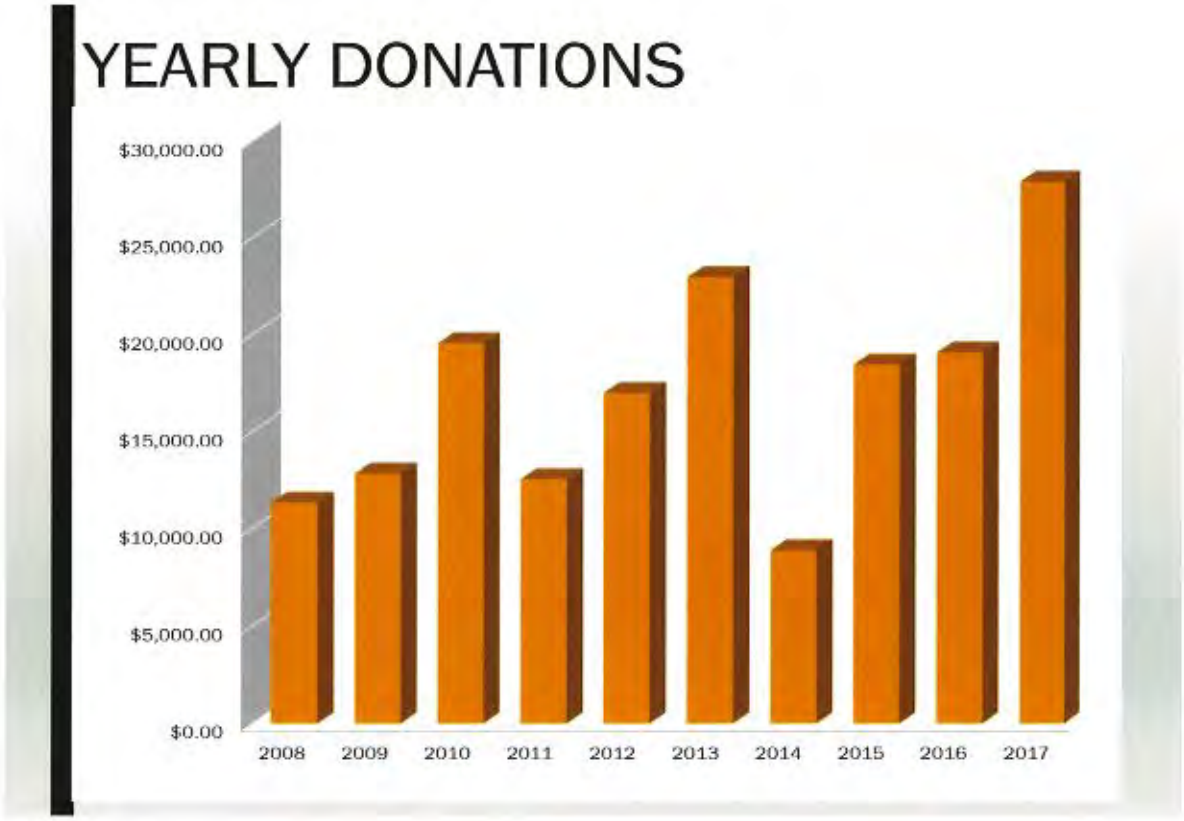
EMPLOYEE SIGNATURE DATE

_____ _____

16

2h. Philanthropic Giving

$172,000 total donations 2008 - 2017



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.fortpiercecitymarina.org

Boat Clubs Welcome!

Hooked on music Festival

*Free Annual Live Music Festival Hosted by The Original Tiki @ Fort Pierce Marina Square

Saturday, March 26th, 2016

www.hookedonmusic.org



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.

ENJOY OUR ISLAND STYLE
COBB'S LANDING
The Original TIKI BAR & RESTAURANT
FT. PIERCE, FLORIDA

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

The Original TIKI BAR & RESTAURANT
We overlook nothing.....
But the beautiful Indian River

COBB'S LANDING
Ft. Pierce, Florida

Ft. Pierce City Marina
The Sunrise City

Located at the beautiful Fort Pierce City Marina

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!**

- 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 Tiki Bar.

Expires 12-30-2015



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

Expires 12-30-2015

Fort Pierce City Marina



- NEW—additional137 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





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

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

Grand Re-Opening Celebration

Saturday, June 13th

Ft. Pierce City Marina
The Sunrise City

Ribbon Cutting 9am
Demonstrations &
Exhibits throughout the



TripAdvisor® Certificate of Excellence Winners
Original Tiki, BBG & Cobb's Landing



The Original TIKI BAR & RESTAURANT
Lunch & Dinner 7 days a week
Happy Hour 4-7
Live Music every weekend

Located on the Indian River @ The Fort Pierce City Marina
2 Avenue A, Fort Pierce • originaltikibar.com • 772-461-0880
Boat dockage for Tiki or Cobb's call the Marina 772-464-1245 or VHF Channel 16

CHECK OUT OUR INNOVATIVE MENU

• FLORIDA CITRUS AHI BOWL • ORGANIC SALMON POKE BOWL • SMASHED BURGERS • CHICKEN BURGER •
• LOADED TOTS • POP LAB POPSICLES • PINEAPPLE-JALAPEÑO LUNAZUL TEQUILA • CANNED LOCAL BEER •

BBG

LOCATED AT JETTY PARK ON SOUTH BEACH • 2025 SEAWAY DR • FORT PIERCE
Call ahead for to-go orders • 772-466-0023 • bluewaterbeachgrill.com

COBB'S LANDING
WATER FRONT DINING

200 N. Indian River Dr.
Fort Pierce
Cobbslanding.com
772-460-9014

Over looking the beautiful Fort Pierce City Marina
Open Daily @ 11am-7 days a week
Happy Hour Daily 4-7
Live Music Tuesday, Thursday, Friday, Saturday & Sunday

Margarita Monday's
Beat the clock Tuesday's
Burgers & Brews Thursday's

Ask about our Banquet facilities




TIKI BAR
ORIGINAL TIKI BAR
The 12th Annual
HALLOWEEN BASH
SATURDAY OCTOBER 28TH
STARTING AT 8PM!


COBB'S LANDING • MARINA STAGE • ORIGINAL TIKI BAR!
ANTS DON'T SLEEP ENTERTAINMENT
FEATURING:
AUDIOBOTZ
EARNHARDT
Shogard
THE CANNON WILL BE GOING OFF 8-11PM
COSTUME CONTEST WINNERS ANNOUNCED AT MIDNIGHT
PHOTOGRAPHY BY LORENZO DAVIS PRODUCTION
HALLOWEEN COSTUME CONTEST TOP PRIZE OF $ 750 CASH
GIVEAWAYS FROM TITO'S, LUNAZUL TEQUILA, & SOUTHERN EAGLE DISTRIBUTING
THE ORIGINAL TIKI BAR • 2 AVE A FT. PIERCE FL • 772.461.0880 WWW.ORIGINALTIKIBAR.COM
ANT CRAWLER MARKETING
SOUTHERN EAGLE DISTRIBUTING
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LUNAZUL Tequila
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CRUZAN
JACK Live broadcast


Located on the Indian River @ The Fort Pierce City Marina
ORIGINAL TIKI BAR CHILL ZONE
The Original
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RESTAURANT
Lunch & Dinner 7 days a week
Food & Drink Specials
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For boat docking call The Marina 772-464-1245 or VHF Channel 16


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WATERFRONT DINING
Located on the beautiful Indian River
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TIKI BAR
RESTAURANT
TIKI BAR
☆ Serving Lunch & Dinner 7 days a week
☆ Daily Happy Hour 4-7pm
☆ Tuesday's In The Biz 25%off
☆ Food & Drink specials daily
☆ Friday, Saturday & Sunday's Live Music
originaltikibar.com
2 Avenue A, Fort Pierce • • 772-461-0880


indianriverlagoonandswamplandboattours.com
INDIAN RIVER LAGOON AND SWAMPLAND BOAT TOURS
FORT PIERCE
FLORIDA
772-464-4445


TIKI BAR
COBBS LANDING
Cobbs-landing.com
Enjoy 15% off your purchase with this postcard
@ The Original Tiki Bar & Restaurant
or Cobb's Landing

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.



Juan Dale Brown/The Tribune

Jim Miller and John Stone, 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.

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 atmosphere; 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/B5

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.

Tiki Bar & Restaurant of Ft. Pierce, Inc.

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 mahi mahi 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. 23950 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

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

256

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

16866

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 to sweet not to 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

CenterState

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,

Jarrod Trefelner
Vice President / Commercial Loan Officer

PNC BANK

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

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

ROBERT ERNESTON
PRODUCE
Wholesale Produce, Groceries, Frozen Foods, & Dairy

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

Cheney C-B-I Brothers

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

FIRE EQUIPMENT SERVICES

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 Tolbrecht
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
1 800 334-7634 • 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.

MAIN STREET
FORT PIERCE

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

"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." CH26923

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

2016-2017 CLUB DIRECTORS
Barry Kelin
John Barbieri
Jimmy Burchard
Frankie Lott
Anton Kreisel
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@bbbsbigs.org

Executive Board
Joni Wyszkowski
Chairman
David Hall
Chair-Elect
Joanna Scott-Meyers
Vice-Chair
Lori Fry
Secretary
Kim Morgenstern
Treasurer
Judi Miller
CEO

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 Hiott
Paul Li Causi
Jane Rowley

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

LIVE UNITED United Way
United Way of Indian River County
United Way
United Way of Lee, Hendry, Glades, and Okeechobee
LIVE UNITED United Way
United Way of St. Lucie County
Indian River County Florida
Children's Services Council St. Lucie County
Our children. Our community. Our future.

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: Tiki Bar & Restaurant of Ft. Pierce, Inc.
D/B/A NAME:
MAILING ADDRESS: 2 Avenue A
Fort Pierce, FL 34950
POLICY PERIOD: FROM 01-09-2018 TO 01-09-2019 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	$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$	100,000	Any one premises
MEDICAL EXPENSE LIMIT	$	5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	$	1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	$	2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	$	$1,000,000	

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: None
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

[ ] INDIVIDUAL [ ] PARTNERSHIP [ ] JOINT VENTURE [ ] TRUST
[ ] LIMITED LIABILITY COMPANY [X] ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: Restaurant

© ISO Properties, Inc., 2000

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.

 Copyright, Insurance Services Office, Inc., 1984 □

TIKIB-1 OP ID: MY

CERTIFICATE OF LIABILITY INSURANCE

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	13269
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Tiki Bar & Restaurant of Fort Pierce, Inc.
Donna Burke
4 Avenue A
Ft. Pierce, FL 34950

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR	X		CBC20002024301	01/09/2018	01/09/2019	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	1,000,000
	OTHER							$	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS			CBC20002024301	01/09/2018	01/09/2019	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE			88416E185ALI	01/09/2018	01/09/2019	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	1,000,000
	DED X RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			Z086735814	01/01/2018	01/01/2019	PER STATUTE X OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. 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

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

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

CITY OF FORT PIERCE CORPORATE SEAL ST. LUCIE COUNTY, FLORIDA

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.

THE SUNRISE CITY FORT PIERCE Florida

CHRIS CRAFT
TAX COLLECTOR
ST. LUCIE COUNTY

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:			
Total:	$27.55	Paid 07/24/2017 27.55	0121-20170724-003008

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.

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**

	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.

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**

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**

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.

2l. 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.

W I T N E S S E T H:

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

due 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:

ATTEST:

By: Cassandra Steele
Cassandra Steele, City Clerk

LANDLORD:

CITY OF FORT PIERCE, FLORIDA

By: _____
Edward G. Enns, Mayor

DATE: 9-23-98

APPROVED AS TO FORM
AND CORRECTNESS:

By: John T Brennan
~~Robert V. Schwerer~~
~~Assistant~~ City Attorney

Addendum to Lease Agreement
Page: 3

WITNESSES AS TO TENANT:

Susan Sutton

Sandra G. Clifton

WITNESSES AS TO GUARANTOR:

Susan Sutton

Sandra G. Clifton

Rita Reid

TENANT:

TIKI BAR AND RESTAURANT OF FORT PIERCE, INC.

By: JP

DATE: 9/24/98

GUARANTOR:

JP

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.

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.

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

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.

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 require 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

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

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.

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

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

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.

15. **TITLE TO IMPROVEMENTS.** Title to any building, structure, or other improvements (other then 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

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

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 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.

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 its 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.

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 then forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less then 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.

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,

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 wavier 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

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

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

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.

(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 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

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.

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 August, 1998.

WITNESSES:

GUARANTOR:

By:

As:

CITY OF FORT PIERCE
Florida

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

Colin 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,

Robert J. Bradshaw, City Manager

RJB:mlp

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

A FLORIDA LAW FIRM

Hoskins Turco Lloyd & Lloyd
A FLORIDA LAW FIRM
Personal Injury • Wrongful Death
Social Security Disability • Bankruptcy

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: 772-465-4747

JAN 4 2013

January 4, 2013

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

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

Via Hand Delivery

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/



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

To bluewater2026@bellsouth.net
cc lpcmdean/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-FtPierce.Com

JAN - 4 2013

MEMO

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 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:	2410-503-0041-040-0
Sec/Town/Range:	10 :35S :40E	Account #:	140044
Map ID:	24/10N	Use Type:	REST CAF
Zoning:	C-4 - FP	City/Cnty:	Fort Pierce

Ownership and Mailing

Owner: Ft Pierce City Of -Lessor Tiki Bar Restaurant FP -Lessee

Address: PO Box 1480
Fort Pierce FL 34954-1480

Legal Description

AARON LEE'S MAP OF FORT PIERCE 10 35 40 COMM AT C/L 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			/

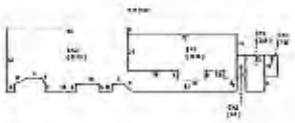
Assessment 2013

2013 Final:	710600
Assessed:	710600
Ag.Credit:	0
Exempt:	0
Taxable:	710600
Taxes:	18102.44

Total Land and Building

Land Value:	122300 Acres: 0.02
Building Value:	588300
Finished Area:	1836 SqFt

BUILDING INFORMATION





Exterior Features

View:	-	RoofCover:	SM - Sheet Metal	RoofStruct:	GA - Gable
ExtType:	REST - RESTAURANT	YearBlt:	1991	Frame:	-
Grade:	Y_D - Commer D	EffYrBlt:	1997	PrimeWall:	CB - Cedar Bd/Btn
StoryHght:	0010 - 1 Story	No.Units:		SecWall:	-

Interior Features

BedRooms:	0	Electric:	MX - MAXIMUM	PrimIntWall:	DW - Drywall
FullBath:	1	HeatType:		AvgHtFt:	
1/2Bath:	0	HeatFuel:	-	Prin Floor:	CG - CONC GRD
%A/C:	0	%Heated:	0	%Sprinkled:	0

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt

Land Information

No.	Use Type	Type	Measure	Depth
1	2100 REST CAF	320 -SqFeetRate 2	1815	

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

LEASE AGREEMENT
FOR COBB'S LANDING PROPERTY

THIS LEASE AGREEMENT is entered into this 11th 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

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.

W I T N E S S E T H:

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WIIEREAS, 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 Ianco, 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

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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

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.

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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 LANLORD 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 then 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.

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 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 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 then forty (40%) percent of the stock of such corporation, or causes the existing shareholders to be less then 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 wavier 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, City Clerk

LANDLORD:

FORT PIERCE REDEVELOPMENT AGENCY FLORIDA

By: _____
Linda Hudson, Chairman

Date: 7/17/17

APPROVE AS TO FORM AND CORRECTNESS:

By: _____
James M. Messer
City Attorney

WITNESSESS AS TO TENANT:

_____

_____

TENANT:

IANCO, LLC

By: _____

Date: 7/12/17

WITNESSESS AS TO GUARANTOR:

_____

_____

GUARANTOR:

_____

7/12/17

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:

GUARANTOR:

By: _____
Colin V. Lloyd

By: _____
Ian Lloyd

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

WITNESSES:

GUARANTOR:

By: _____
Colin V. Lloyd

By: _____
Ian I. Lloyd

28

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.



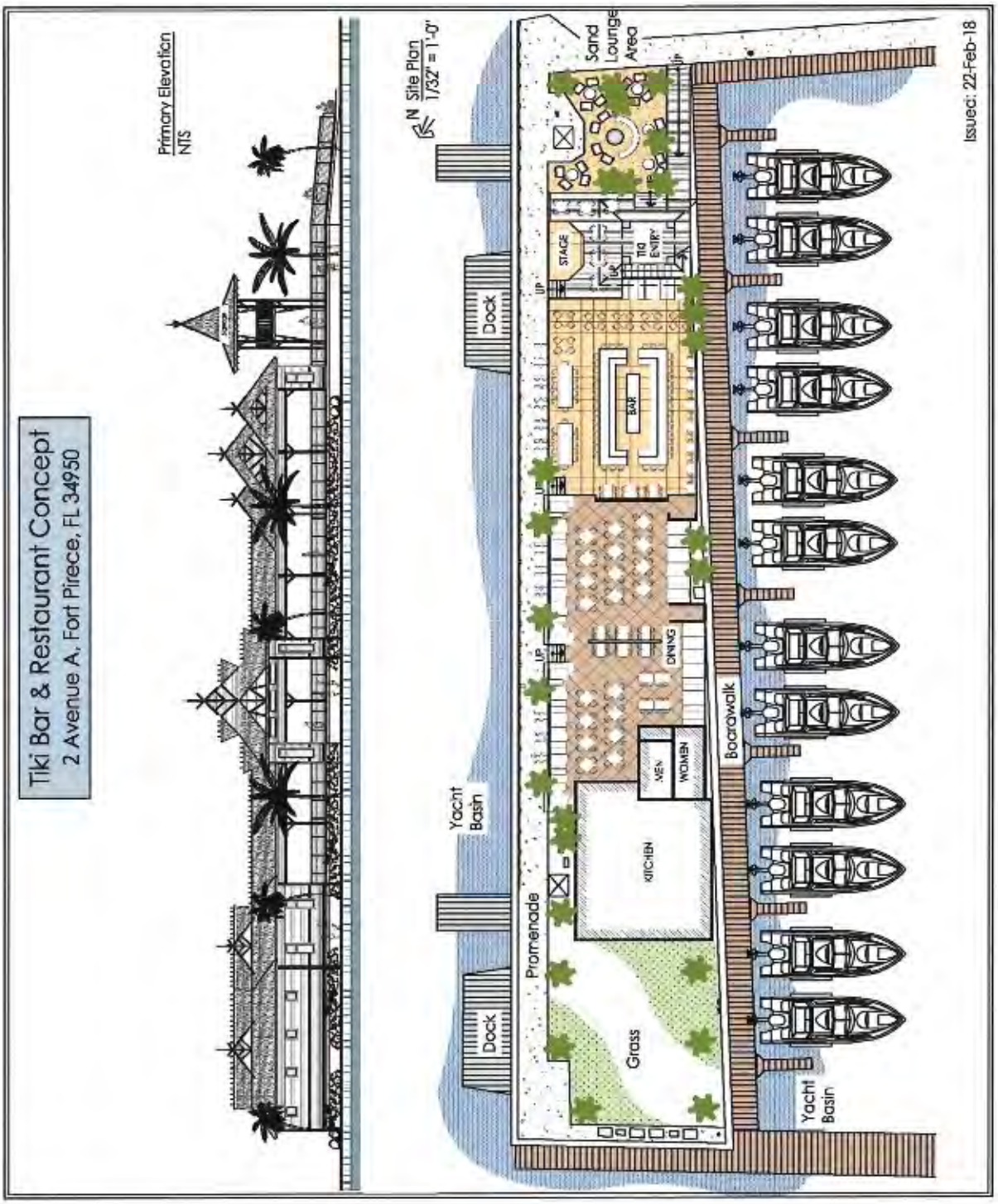
** Photos are for imaging only

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. I 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.gofoodservicestore.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.gotowebstore.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

Ships 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-Thur 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.gotowebstore.com/177HPI1836

Fast & Free ShippingLearn 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?

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.



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

For Manufactured for
Faster Shipping! Login Register

http://www.gofreeblstore.com/372G36RN

Fast & Free Shipping!
Learn More >

Garland G36-6R Natural Gas 6 Burner 36" Range with Standard Oven - 236,000 BTU

★★★★ Read 1 reviews Item #: 372G36RN MFR #: G36 6R NAT

$2,844.00/Each

Ships 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-Thur 24 Hours, Fri 12AM-8PM PST
Sat & Sun 9AM-4PM PST



- ✓ (6) 33,000 BTU Starfire Pro burners
- ✓ 38,000 BTU standard oven (Low 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:

Dormont 16754KIT48 Deluxe SnapFast® 48" Gas Connector Kit with
plus $123.99

Garland A4033603-0001 26" x 26" Oven Rack
plus $126.00

Stem Casters for Sunfire X24, X36, X60 and Garland / U.S.
plus $143.99

GARLAND / US RANGE G36-6R NAT SPECS

Width	35 1/2 Inches
Depth	38 3/8 Inches
Height	57 Inches
Oven Interior Width	26 1/4 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 C
der Broil



Anna 57.



Privacy

Customer Service Open
24 Hours Today

Login Register

http://www.gatewebstore.com/1955HO10GINK

Fast & Free Shipping/Learn More >

Blodgett SHO-100-G Natural Gas Single Deck Full Size Convection Oven - 50,000 BTU

Item #: 1955HO10GINK MFR #: SHO100GSGLNAT

$3,095.00/Each

Starting at $0.00 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-Thur 24 Hours, Fri 12AM-8PM EST
Sat & Sun: 9AM-4PM EST



- 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

New

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: 18-00009335
Phone Number: 772-461-0880 Fax Number: 772-464-9855
Owner's Name: Jan T Lloyd
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 Donna Quarnstrom Burke
Printed Name Donna Quarnstrom Burke

DONNA QUARNSTROM BURKE
Notary Public – State of Florida
Commission # GG 171063
My Comm. Expires Jul 11, 2021
Bonded through National Notary Assn.

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.

41

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 Reisigl 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 Fax Number: 561.622.1016
Contact Name: Stephen Gyland 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 Ernestion 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.

Print or type
See Specific Instructions on page 2.

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 (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2 Ave A

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Pierce FL 34950

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 the 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/fw9*.

Purpose of Form

An individual or entity (Form 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.

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.

Proposer's Signature

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: Colin V Lloyd Manual
(Typed or Printed)

Company Name: Tiki Bar & Restaurant of Ft Pierce Inc.

Address: 2 Ave A Ft Pierce FL 34950

Date: 2/20/2018

/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 & Restaurant of Ft Pierce Inc.

Address: 2 Ave A Ft Pierce FL 34950

Date: 2/20/2018

/gc

5f. Business Plan for the Tiki Bar and Restaurant of Ft. Pierce, Inc.

BUSINESS PLAN FOR

Original Tiki Bar & Restaurant of Fort Pierce

The Original
TIKI BAR
& RESTAURANT
We overlook nothing.....
But the beautiful Indian River

Table of Contents

EXECUTIVE SUMMARY 4

SECTION 1 – THE CONCEPT 5

1A. OVERVIEW 5
1B. UNIQUE SELLING PROPOSITION 5
1C. MEAL PERIODS/OPENING HOURS 5
1D. GUEST EXPERIENCE 5
1E. MENU AND SIGNATURE ITEMS 5
1F. PRICING 5

SECTION 2 – THE TEAM 6

SECTION 3 – THE MARKET 8

3A. TARGET CUSTOMERS 8
3B. *COMPETITIVE ANALYSIS* 8

SECTION 4 – THE STRATEGY 10

4A. MARKETING STRATEGY 10
4B. MARKETING TACTICS 10
4C. OPERATIONAL STRATEGIES 10
4D. PURCHASING/SUPPLY CHAIN STRATEGY 11

SECTION 5 – THE LOCATION 12

5A. THE SITE 12
5B. THE NEIGHBORHOOD 12
5C. PROPOSED LAYOUT 12
5D. KEY DESIGN FEATURES 12
6B. PROJECTED USES OF CAPITAL 13
6C. CAPITAL BUDGET 13
6D. OPERATING PROJECTIONS FOR FIRST THREE YEARS 13
6E. FINANCIAL PROJECTION ASSUMPTIONS 13

SECTION 7 – THE OFFERING 15

7A. FUNDS REQUIRED 15
7B. INVESTMENT FRAMEWORK 15

SECTION 8- ATTACHMENTS 16

8A. CURRENT MENU 16
8A. CURRENT MENU 16
8B. PROPOSED MENU 19
8C. RESUMES 23
8D. VENDOR REFERENCE LETTERS 33
8E. COMPETITIVE ANALYSIS 36

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 sale 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] 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 $1,500,0000($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.

[5] 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



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 Burger.....6
With fries
Cheese Quesadilla.....6
1 cheese quesadilla
Mac N Cheese.....6
Cheesy sauce & macaroni noodles
Fried Shrimp.....6
Sweet shrimp breadec & lightly fried, served with French fries
Chicken Fingers.....6
Fries & BBQ sauce
Kids Fish Basket.....6

APPETIZERS

We invite you to leave your worries behind and enjoy our island state of mind!

Fried Green Beans 7
Green beans dusted in our house breading & lightly fried, w/cucumber wasabi dipping sauce
Ahi Tuna Nachos 15
Marinated raw ahi tuna atop wontons served with brown rice, Asian slaw, red peppers, green onions, & cucumber wasabi drizzle
Calamari 11
Lightly dusted with our special seasonings & lightly fried with marinara
Bahamian Conch Fritters 11
Our version of the classic with calypso sauce
Hot Spinach & Artichoke Dip 8
Spinach, artichokes, cream cheese & seasonings
Pistachio Wasabi Crusted Tuna 17
Lightly seared served with seaweed salad, pineapple avocado relish & pickled ginger topped with key lime aioli & cucumber wasabi
Smoked Fish Dip 14
Locally made smoked fish dip w/ hot cherry peppers, pickled red onions, diced tomato & crackers
Steamed Clams 16
White wine, butter & herbs
Buffalo Wings 13
10 Wings Buffalo style(mild, medium, hot) or BBQ served with celery, carrots & blue cheese
Chicken Quesadilla 10
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
Todays 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, craisins, 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 Kabobs.....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 fontina 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 alfreco served over linguini with garlic bread.

8b. Proposed Menu




TIKI BAR
& RESTAURANT
Bisque & Chowders
NEW ENGLAND CLAM CHOWDER
Smooth & creamy with clams, bacon, potatoes & seasonings
LOBSTER BISQUE
Sweet lobster in a cream base sherry & seasonings
CONCH CHOWDER
Bahamian conch & veggies in our spicy tomato broth
Salads
HOUSE SALAD
Mixed greens with tomato, green onion, cucumber & choice of dressing
CAESAR SALAD
Hearts of Romaine tossed in creamy Caesar dressing with parmesan and sour dough croutons
KALE SALAD
Kale tossed in our climax raspberry vinaigrette with apples, jimica, dried cranberries, blue cheese crumbles, red onion & macadamia nuts
COBB SALAD
Mixed greens tossed in blue cheese dressing with your choice of grilled or fried chicken breast with tomato, bacon, hardboiled egg, red onion, & blue cheese crumbles
BLT WEDGE
Crisp wedge of iceberg lettuce with blue cheese dressing. Applewood smoked bacon, and heirloom tomato wedges
SHRIMP & CRAB LOUIE SALAD
Bibb lettuce with crab & chilled shrimp w/hard boiled egg, heirloom tomato wedges, with chilled asparagus & Louie sauce
SWEET POTATO CRUSTED FISH SALAD
Catch of the day, pan seared in our sweet potato crust. Served on mixed greens tossed in mango poppy seed dressing, cucumber, red onion, tomato & chilled green beans drizzled w/key lime sauce
HEIRLOOM TOMATO & FETA SALAD



Sandwiches & more

TACOS

Flour or Corn Tortillas

MAHI • GROUPER • SEARED AHI TUNA • SMOKED CHICKEN • SLOW SMOKED PORK

All tacos are topped with our cabbage blend, cilantro cream and house Pico

TIKI GROUPER SANDWICH

Local grouper grilled or fried on a butter toasted roll with house tarter, bibb lettuce & pickle

TIKI BURGER

Two 1/4lb angus beef burgers grilled & topped with bacon, grilled onion mushrooms, and swiss cheese

PIG BURGER

Angus beef smoked pork, island slaw, bbq & cheese on a buttered toasted roll.

TIKI CHEESE STEAK

Our version of that other cheese steak. Shaved ribeye sautéed with onions and topped with cheese on a roll

KEY WEST PINK SHRIMP ROLL

Sweet shrimp in a creamy blend of mayo, cream cheese & herbs on a roll.

LOBSTER ROLL

Maine Lobster, herb mayo served with cape cod Chips

SURF & TURF BURGER

Angus beef topped with lobster or crab, special seasonings & our cream cheese aioli.

SOFT SHELL CRAB

Lightly fried on a buttered toasted roll with lettuce, tomato, onion & remoulade.

CUBAN

Our famous Cuban... Mojo pork, ham, mayo & mustard blend, swiss cheese and pickles on Cuban bread. Served with black beans & plantains.

TURKEY BURGER

Our house blend of turkey and seasonings, with cheese, avocado, watercress on a English muffin


TIKI BAR
& RESTAURANT
Entrees
GRILLED SHRIMP AND POLENTA CAKES
Sweet shrimp brushed with our house marinade and serves with our savory polenta cakes
PAN FRIED SNAPPER
CRAB CAKES
BAKED LOBSTER MAC & CHEESE
14OZ N.Y. STRIP STEAK
FISH N CHIPS
SHRIMP SCAMPI
SESAME SEARED TUNA
8 OZ FILET
SURF & TURF
BLACKENED SEA SCALLOPS
BAKED CRAB STUFFED LOBSTER
CEDAR PLANK SALMON
SHARABLES & SIDES
HAND CUT FRIES • TRUFFLE FRIES • SEA SALT BAKED POTATO • MAC N CHEESE • GRILLED ASPARAGUS
SAUTTED MUSHROOMS • SAUTTED SPINACH

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

4 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
- Hired, trained 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@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

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: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

Matthew Michael Phillips
5977 NW Wesley Rd Port St. Lucie, Florida 34986
772-579-3172 mattmakep@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

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*

Crowne 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 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.

Cynthia Fitzpatrick
(fitzcind@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

8d. Vendor Reference letters

Cheney C-B-I Brothers

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

ROBERT ERNESTON
PRODUCE
Wholesale Produce, Groceries, Frozen Foods, & Dairy

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 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
1900 US Highway One, Suite 47, North Palm Beach, FL 33408 • (561) 622-0366 • FAX 622-1016
1 800 834 2634 • www.codandcapers.com • Email: info@codandcapers.com

8e. competitive analysis.....

STRENGTHS & WEAKNESS ANALYSIS				
Strengths	**Original Tiki Bar**	**12 A Buoy**	**2nd Street Bistro**	**Cobb'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 2019	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 ROI with marketing plans/in house marketing	No information available	Good Marketing Plan	Proven ROI with marketing plan/ in house 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	30+ plus years of experience in Hospitality & Restaurant business	Not sure of information	Not sure of information	30 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 line presence		

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.

City Commission Regular Meeting **12.a.**

Meeting Date: 05/21/2018

Re: Ordninance 18-011 - Zoning Atlas Amendment (Rezoning) - BHT Properties - 379 Selvitz Road

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-011 Rezoning the property generally located at 3798 Selvitz Road, from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). SECOND READING

SUMMARY:

- The applicant is requesting the approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning). The current future land use designation is HI, Heavy Industrial.
- The 39.71 acre property is generally located just south of Ten Mile Creek and between Selvitz Road and S. 25th Street.
- The subject site was annexed into City limits in 2004 via Ordinance K-310. The subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City.
- Three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial
  zoning classification until several years after annexation, in December, 2008 via Ordinance L-63.
- In the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation.

RECOMMENDATION:

Approval

ALTERNATIVES:

Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Planning Analyst

COORDINATED WITH:

Technical Review Committee
Brandon Creagan, Planner, LEED Green Associate
James M. Messer, Esq.; City Attorney

Fiscal Impact

OTHER INFORMATION:

Potential Increase in Ad-Valorem Tax Revenue

Attachments

Staff Report
Ordinance 18-011
Aerial & Zoning Maps
Application with Attachments
Survey
Warranty Deed
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/01/2018 11:59 AM

Form Started By: Vennis Gilmore
Started On: 04/25/2018 03:22 PM
Final Approval Date: 05/08/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Vennis Gilmore, Planning Analyst, Brandon Creagan, LEED Green Associate, Planner

RE: **Application for a Zoning Atlas Amendment (Rezoning)**
BHT Properties Group, LLC
3798 Selvitz Road

DATE: April 25, 2018

STAFF REPORT

Owner: Cargill Juice N America Inc
PO Box 5626
Minneapolis, MN 55440

Applicant: BHT Properties Group, LLC (Attn: Yaniv Cohen)
5081 SW 48th Street, Ste. 103
Davie, FL. 33314

Requested Action: Approval to rezone the subject property from IH, Industrial Heavy (St. Lucie County Zoning) to I-3, Heavy Industrial (City of Fort Pierce Zoning)

Site Location: 3798 Selvitz Road

Parcel ID: 2429-331-0003-000-1

Existing Use: Vacant - Cargill Industries, Citrus Juicing Plant

Parcel Size: 39.71 acres

Current Zoning: Industrial Heavy (IH) – St. Lucie County Zoning

Future Land-Use: Heavy Industrial (HI)

Proposed Zoning: Heavy Industrial (I-3)

Surrounding Zoning:

North	East	South	West
IH/I-1/RS-2/Ten Mile Creek	PD	IH	IH

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request

In accordance with Sections 22-128 & 22-143 of the City Code, the applicant is requesting the review and approval of a Zoning Atlas Amendment (Rezoning) from IH, Industrial Heavy (SLC Classification) to I-3, Heavy Industrial.. The subject property is currently zoned IH, Industrial Heavy, which is a St. Lucie County zoning designation held since the time of annexation.

Background & Project Summary

The subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street. The subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City.

Three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63. In the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation.

The applicant is seeking to establish an Auto Recovery/Insurance Inspection Center in an existing building; located at the subject site. The use includes mandated inspections performed only to determine the condition of the vehicle. This location will become a transfer center for vehicles before being sent to a salvage yard. The existing building is approximately 19,500 sq. ft. and has 30 parking spaces. The site is situated to the east of Selvitz Road and is adjacent to many existing industrial uses along this corridor. Action to rezone the property from the St. Lucie County designation to the equivalent City designation is necessary, and sought by the applicant to advance consideration of the subject project.

Per City Code Section 22-22. – Allowed Uses: The use is permitted as a conditional use in the I-3, Heavy Industrial zoning district. The applicant has submitted a conditional use application to seek approval by the City Commission.

Future Land Use Designation & Comprehensive Plan

The subject site has a future land use designation of Heavy Industrial (HI). This designation is intended for parcels suitable for industrial development, to promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum Floor Area Ratio (FAR) of 2.0.

The requested zoning designation is consistent with the Future Land Use element of the Comprehensive Plan.

Standards for Review

The following standards must be satisfied per Section 22-131 of the City Code prior to the approval of the requested amendment:

(1) The amendment is consistent with the comprehensive plan;
(2) The amendment will not have an adverse effect on the ability of the city to:
    a. Satisfy land and water use needs; and
    b. Meet transportation demands and provide community facilities and services; and
(3) The amendment will promote and protect the public health, safety and general welfare.

The proposed amendment is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan, holding a future land use designation of Heavy Industrial (HI). Furthermore, the amendment should not have adverse an effect on the ability of the city to satisfy land and water use needs, meet transportation demands, and provide community facilities and services. The presented amendment promotes and protects the public health, safety and general welfare through the designation of lands; when location and characteristics are appropriate, to provide manufacturing and processing facilities, distribution facilities, warehousing, and intensive commercial uses to promote the City's position as a major employment center. Specific uses and developments shall comply with established land development regulations, and seek to ensure minimal impacts to neighboring uses or districts.

Technical Review Committee

All affected departments have reviewed the proposed Zoning Atlas Amendment for consistency with the requirements of the City Code. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Property Owner Response Summary:

A total of 12 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As April 25th, 2018, one (1) responses have been received in opposition to the request. An update will be provided to the City Commission at the public hearing.

Planning Board Recommendation:

The Planning Board, at their April 10th, 2018 meeting, voted unanimously to recommend **approval** of the request.

Staff Recommendation:

The proposed amendment meets the criteria specified in Section 22-131 of the City Code, and is consistent with the City's Comprehensive Plan, and annexation policies; therefore Staff recommends **approval** of the proposed amendment via Ordinance 18-011.

ORDINANCE NO. 18-011

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTY GENERALLY LOCATED AT **3798 Selvitz Road**, FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located at 3798 Selvitz Road, within the City of Fort Pierce, Florida, representing 39.71 Acres of land; and

WHEREAS, the subject site was annexed into City limits in 2004 via Ordinance K-310 for the purpose of annexing property generally located between Selvitz Road and 25th Street; and

WHEREAS, the subject property, in a group of seven parcels, was annexed because it was identified as being contiguous to the municipal boundary and there were corresponding FPUA annexation agreements on file with the City; and

WHEREAS, three of the seven parcels annexed were designated with an IH, Heavy Industrial, zoning classification by St. Lucie County at the time of annexation; however, the City Code did not include a heavy industrial zoning classification until several years after annexation, in December, 2008 via Ordinance L-63; and

WHEREAS, in the absence of an equivalent City of Fort Pierce zoning designation to assign, the property has retained the St. Lucie County IH, Industrial Heavy designation; and

WHEREAS, the subject site is presently designated IH, Industrial Heavy (St. Lucie County Zoning); and

WHEREAS, the applicant seeks rezoning of the subject site, Parcel ID: 2429-331-0003-000-1, from IH, Industrial Heavy (St. Lucie County Zoning) to HI, Heavy Industrial (City of Fort Pierce Zoning); and

WHEREAS, the proposed zoning atlas amendment (rezoning) is consistent with the comprehensive plan, and will not have an adverse effect on the ability of the city to satisfy land and water use needs, and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 22-131; and

WHEREAS, the City of Fort Pierce Planning Board, at their April 10th, 2018 meeting, voted unanimously to recommend approval of the proposed Zoning Atlas Amendment for Ordinance 18-011.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. From and after the effective date hereof, the following property is shown on Exhibit A and is legally described as:

3798 Selvitz Road, Parcel ID: 2429-331-0003-000-1
LEGAL DESCRIPTION:
29 35 40 THAT PART OF SE 1/4 OF SW 1/4 LYG SE OF S R/W LI OF FEC RR AND SW OF TEN MILE CREEK (NSLWMD CANAL #71) AND BEG AT INT OF W LI OF SE 1/4 OF SW 1/4 AND S R/W LI OF FEC RR

RUN S ON 1/4 1/4 SEC LI TO PT 222.51 FT S OF N LI OF S 1/2 OF SE 1/4 OF SW 1/4, TH RUN W 300 FT, TH N // TO 1/4 1/4 SEC LI TO INT WITH S R/W FEC RR R/W TO POB AND THAT PART OF SE 1/4 LYG SLY OF 10 MILE CREEK (NSLWMD CANAL #71)-LESS AS IN OR 328-1222- (39.71 AC) (OR 1814-1541 ERRONEOUS LGAL)

Shall be and the same is hereby rezoned from IH, Industrial Heavy (St. Lucie County Zoning), to I-3, Heavy Industrial (City of Fort Pierce); said property being located at 3798 Selvitz Road in Fort Pierce, Florida.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-011 was duly advertised by title only in the St. Lucie News Tribune on April 22nd, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on May 7th, 2018; and was duly introduced, read by title only, and passed on second and final reading May 21st, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 22nd day of May, 2018.

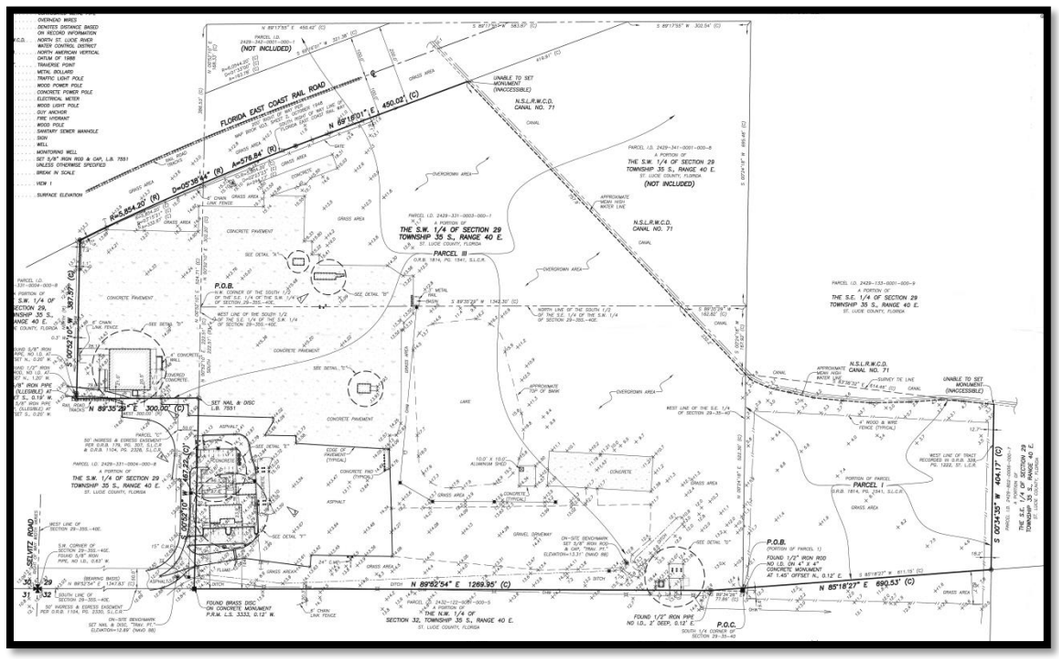
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST:

(CITY SEAL)

_____
Linda W. Cox
CITY CLERK

EXHIBIT A
Sketch & Legal Description of Subject Property



Parcel ID: 2429-331-0003-000-1
LEGAL DESCRIPTION:
29 35 40 THAT PART OF SE 1/4 OF SW 1/4 LYG SE OF S R/W LI OF FEC RR AND SW OF TEN MILE CREEK (NSLWMD CANAL #71) AND BEG AT INT OF W LI OF SE 1/4 OF SW 1/4 AND S R/W LI OF FEC RR RUN S ON 1/4 1/4 SEC LI TO PT 222.51 FT S OF N LI OF S 1/2 OF SE 1/4 OF SW 1/4, TH RUN W 300 FT, TH N // TO 1/4 1/4 SEC LI TO INT WITH S R/W FEC RR R/W TO POB AND THAT PART OF SE 1/4 LYG SLY OF 10 MILE CREEK (NSLWMD CANAL #71)-LESS AS IN OR 328-1222- (39.71 AC) (OR 1814-1541 ERRONEOUS LGAL)

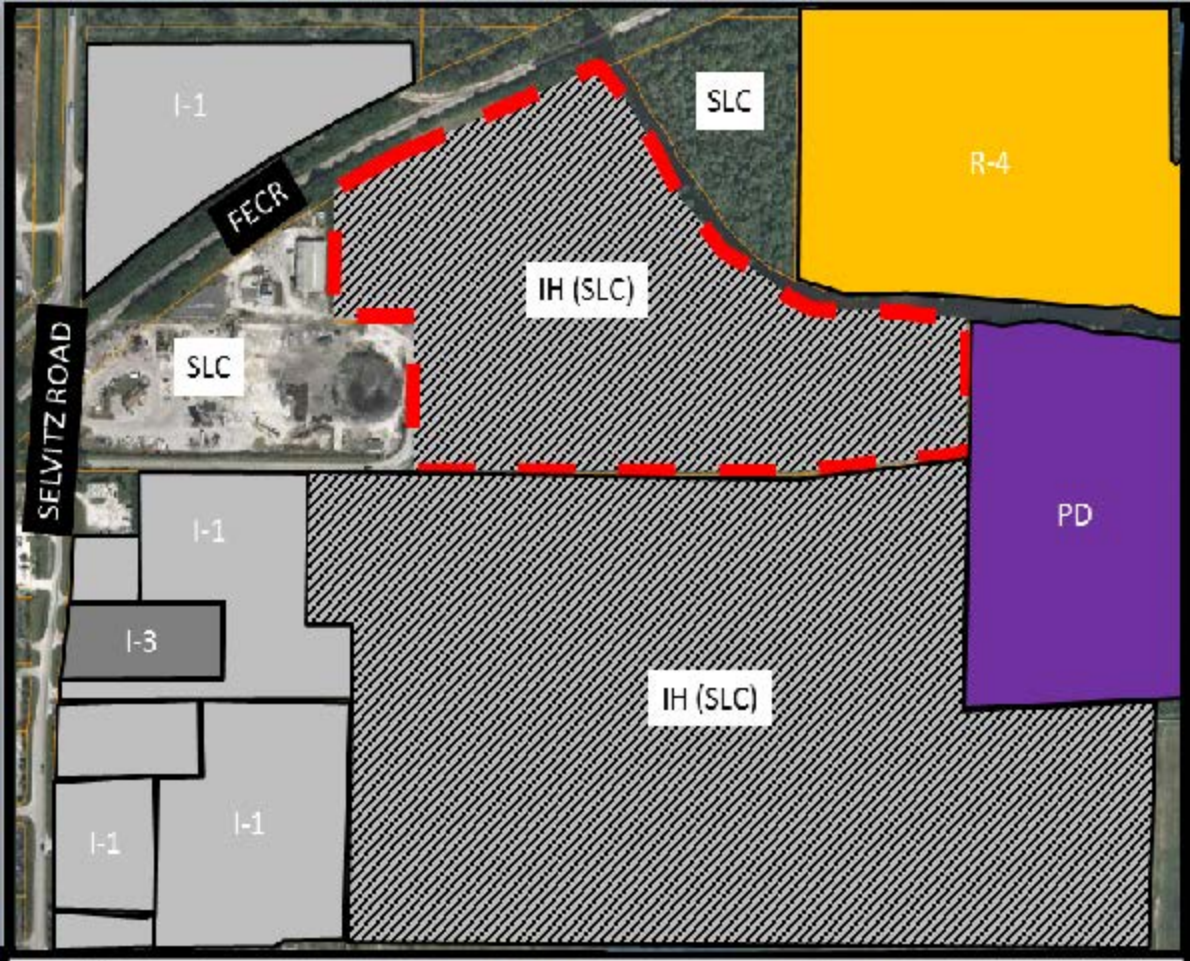


N
W E
S

BHT Properties
3798 Selvitz Road

THE SUNRISE CITY
FORT PIERCE
Florida

Aerial Map



N
W E
S

BHT Properties
3798 Selvitz Road
Zoning Map

THE SUNRISE CITY FORT PIERCE Florida

I-3 Heavy Industrial

I-1 Light Industrial

IH Industrial Heavy (SLC)

PD Planned Development

R-4 Medium Density Residential

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ZONING ATLAS MAP AMENDMENT

Application submission shall include the following:

- TRC (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- Planning Board: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- City Commission: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

x	Warranty Deed & Legal Description
x	St. Lucie County Property Record Card
x	Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
x	Current Survey
n/a	Environmental Study
n/a	Traffic Impact Report
x	*** Capacity Analysis-Separate Form
n/a	Drainage Analysis
n/a	Historical Report
x	1 CD of all documents submitted in PDF
	Other

1. Property Address/Location: 3798 Selvitz Road, Ft. Pierce, Florida 34981

   Legal Description: SEE ATTACHED

2. Property Tax ID(s): 2429-331-0003-000-1 xxxx-xxx-xxxx-xxx/x xxxx-xxx-xxxx-xxx/x
   xxxx-xxx-xxxx-xxx/x xxxx-xxx-xxxx-xxx/x xxxx-xxx-xxxx-xxx/x

3. Total Acreage: 39.71 Acres 1,729,768 Sq Ft

4. Existing Future Land Use Designation: HI (Heavy Industrial)

5. Existing Zoning Classification: IH (St. Lucie County Zoning Designation)

6. Proposed Zoning Classification: I-3 (Heavy Industrial)

7. Other applications being submitted concurrent with this application, if any: Yes, a conditional use application.

8. Describe the existing uses, improvements and structures on the amendment lands:

Site is currently vacant. The subject site was formerly the old Cargill Industries, Citrus Juicing Plant.

9. Are there any identified or possible historical structures on the amendment lands? No.

10. The reason for making this request:

Purpose of the requested change in zoning is to place the described property into a conforming City of Ft. Pierce Zoning Category in order to allow future uses consistent with City Use/Activity Classifications

11. Capacity Analysis:

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Public Conservation (SFWMD/ SLC)	Medium Density Residential (RM)	R4 - Medium Density Residential
South	Industrial	Heavy Industrial (HI))	I3 (Industrial Heavy)
East	Residential & Ft. Pierce Central High School	Low Density Residential (RM)	PD – Planned Development R4 - Medium Density Residential
West	Misc. Industrial Uses	Heavy Industrial (HI))	R4 - Medium Density Residential

	Future Land Use Classification	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current Current	Heavy Industrial (HI)	IH (St. Lucie County Zoning Designation)	205,114 sq ft (estimated @ 15,000 sf/acre) subject to site design & permitting	39.71	Varies (see attached)
Proposed	Heavy Industrial (HI)	I-3 (Heavy Industrial)	205,114 sq ft (estimated @ 15,000 sf/acre) subject to site design & permitting	39.71	Varies (see attached)

II. Public Facilities Information:

A. Potable Water:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot	
Demand Analysis	**Maximum:**	
Current Zoning	Total gallons per day	25,639 gpd (maximum bldg. sq feet assumed at 205,114 sq ft)
Proposed Zoning	Total gallons per day	25,639 gpd (maximum bldg. sq feet assumed at 205,114 sq ft)
Change in Demand	**Total gallons per day**	0 gpd

B. Wastewater:		
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot	
Demand Analysis	**Maximum**	
Current Zoning	Total gallons per day	20,511 gpd (maximum bldg. sq feet assumed at 20,511 sq ft)
Proposed Zoning	Total gallons per day	20,511 gpd (maximum bldg. sq feet assumed at 20,511 sq ft)
Change in Demand	**Total gallons per day**	0 gpd

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	0	0	0
Urban District	5 acres per 1,000 people	0	0	0
Community	2.5 acres per 1,000 people	0	0	0
Neighborhood	1.36 acres per 1,000 people	0	0	0

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High) Multi-family:
(du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	n/a	n/a
City	n/a	n/a
Distance	n/a	n/a
Current Zoning Enrollment Demand	n/a	n/a
Proposed Zoning Enrollment Demand	n/a	n/a
Change in Demand	n/a	n/a

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	IH (St. Lucie County Zoning Designation)
Proposed Zoning	I-3 (Heavy Industrial)
Change in Demand	0

F. Stormwater:

Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact

The proposed change in zoning will not, by itself result in any change in potential levels of impervious surfaces. Both the current County industrial and the proposed City industrial classification provide for similar lot coverage's with impervious areas.

G. Transportation Analysis:

Most recent ITE Code for use; HCM Roadway Capacity

	AADT	AM/PM Peak Hour Trips
Demand Analysis	Maximum (ITE 120) (sq ft)	Maximum (ITE 120) (pm peak)
Current Zoning	IH (St. Lucie County Zoning Designation)	IH (St. Lucie County Zoning Designation)
Proposed Zoning	I-3 (Heavy Industrial)	I-3 (Heavy Industrial)
Trips	308 trips	139
Change in Demand	0 Trips	0 Trips
Impact to Capacity	none	none

****

12. Name of Owner(s): Cargill Juice N America, Inc.
Mailing Address: P.O. Box 5626
City Minneapolis
State Minnesota Zip 55440
Phone # E-mail:

Name of Owner(s):
Mailing Address:
City
State Zip
Phone # E-mail:

13. Name of Applicant : BHT Properties Group, LLC (Attn.: Yaniv Cohen)
Mailing Address: 5081 SW 48th Street, Ste. 103
City Davie
State Florida Florida 33314
Phone # E-mail: yanivc@bhtpropertiesgroup.com

14. Name of Representative: Patrick J. Ferland, PE
Mailing Address: 2980 South 25th Street
City Ft. Pierce
State Florida Zip: 34981
Phone # 772-464-3537 E-mail: Pferland@ct-eng.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

_____ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

xx I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature — Date: 2/9/18

5081 SW 48TH ST SUITE 103 (Address) — FL (State) — 33314 (Zip)

Phone — Fax — E-mail Address

****

STATE OF: FL
COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 9 day of February 2018 by Ariel Etty who is personally known to me or who has produced _____ as identification.

Signature of Notary — Yaniv Cohen, Type or Print Name of Notary

NOTARY PUBLIC Yaniv Cohen COMMISSION # FF158720 EXPIRES: Sept. 10, 2018 WWW.AARONNOTARY.COM

Commission Number (Seal)

[go to next page]

16. Property Owners Acknowledgements: -

This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Cargill Juice NA — Property Owners Name (Please Print)

Tom Abrahamson — Property Owners Signature

11-28-17 — Date

P.O. Box 5626 — Address

MN — State

55440 — Zip

612-817-7360 — Phone

Fax

tom_abrahamson@cargill.com — E-mail Address

****

STATE OF: Minnesota
COUNTY OF: Hennepin

The foregoing instrument was acknowledged before me this November 28 day of 28

2017 by Tom Abrahamson who is personally

known to me or who has produced Drivers License as identification.

Brenda J. Doubler — Signature of Notary

Brenda J. Doubler — Type or Print Name of Notary

Commission Number (Seal)

BRENDA J DOUBLER
Notary Public
Minnesota
My Commission Expires January 31, 2020

OFFICE USE:

Date Received _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____

LEGAL DESCRIPTION

PARCEL III:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST;

LESS AND EXCEPTING THEREFROM THE FLORIDA EAST COAST RAILWAY COMPANY RAILROAD RIGHT-OF-WAY.

SAID RIGHT OF WAY BEING 200.00 FEET IN WIDTH AND LYING 100.00 FEET EACH SIDE OF THE CENTER LINE AS DELINEATED ON FLORIDA EAST COAST RAILWAY RIGHT OF WAY MAP V3D, SHEET 2, DATED OCTOBER 1948.

AND ALSO:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29;

RUN SOUTH 222.51 FEET ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4;

THENCE RUN WEST ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 300.00 FEET;

THENCE RUN NORTH ON A LINE PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4;

THENCE RUN SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM PARCEL I.D.: 2429-342-0001-000-1 AND PARCEL I.D.: 2429-341-0001-000-8.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS:

EASEMENTS FOR INGRESS AND EGRESS PURPOSES OVER THE SOUTH 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND THE EAST 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND ALSO

A PORTION OF PARCEL 1 BEING A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 29;

THENCE NORTH 00°24'18" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 1.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°24'18" EAST, ALONG SAID WEST LINE, A DISTANCE OF 522.30 FEET TO THE SOUTH SHORE OF TEN MILE CREEK;

THENCE RUN SOUTHEASTERLY, MEANDERING THE SAID SOUTH SHORE TO A POINT ON THE WEST LINE OF A TRACT TO ADAMS RANCH, INC., AS RECORDED IN O.R. BOOK 328, AT PAGE 1222, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

THENCE SOUTH 00°34'35" WEST, ALONG SAID WEST LINE, A DISTANCE OF 404.17 FEET;

THENCE SOUTH 85°18'27" WEST, A DISTANCE OF 611.15 FEET TO THE POINT OF BEGINNING.

Property Card Page 1 of 1

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 3798 SELVITZ RD
Sec/Town/Range: 29/35S/40E
Map ID: 24/29S
Zoning: IH - CO

Parcel ID: 2429-331-0003-000-1
Account #: 32655
Use Type: 4400
Jurisdiction: Fort Pierce

Ownership

Cargill Juice N America Inc

PO Box 5626
Minneapolis, MN 55440



Legal Description

29 35 40 THAT PART OF SE 1/4 OF SW 1/4 LYG SE OF S R/W LI OF FEC RR AND SW OF TEN MILE CREEK (NSLWMD CANAL #71) AND BEG AT INT OF W LI OF SE 1/4 OF SW 1/4 AND S R/W LI OF FEC RR RUN S ON 1/4 1/4 SEC LI TO PT 222.51 FT S OF N LI OF S 1/2 OF SE 1/4 OF SW 1/4, TH RUN W 300 FT, TH N // TO 1/4 1/4 SEC LI TO INT WITH S R/W FEC RR R/W TO POB AND THAT PART OF SE 1/4 LYG SLY OF 10 MILE CREEK (NSLWMD CANAL #71)-LESS AS IN OR 328-1222- (39.71 AC) (OR 1814-1541 ERRONEOUS LGAL)

Current Values

Just/Market Value:	$1,847,300
Assessed Value:	$1,847,300
Exemptions:	$0
Taxable Value:	$1,847,300

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	19,270
Gross Area (SF):	21,085
Land Size (acres):	39.71
Land Size (SF):	1,729,767.6

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Detail by Entity Name

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Previous On List Next On List Return to List bhtpropertiesgroup Search

No Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
BHT PROPERTIES GROUP LLC

Filing Information

Document Number	L16000149610
FEI/EIN Number	81-3559520
Date Filed	08/10/2016
Effective Date	08/10/2016
State	FL
Status	ACTIVE

Principal Address

5081 SW 48th St.
103
Davie, FL 33314

Changed: 02/22/2017

Mailing Address

5081 SW 48th St.
103
Davie, FL 33314

Changed: 02/22/2017

Registered Agent Name & Address

EDRY, ARIEL
5081 SW 48th St.
103
Davie, FL 33314

Detail by Entity Name

Address Changed: 02/22/2017

Authorized Person(s) Detail

Name & Address

Title MGR

bht manager llc
5081 SW 48th St.
103
Davie, FL 33314

Annual Reports

Report Year	Filed Date
2017	02/22/2017

Document Images

02/22/2017 -- ANNUAL REPORT View image in PDF format

08/10/2016 -- Florida Limited Liability View image in PDF format

Previous On List Next On List Return to List

bhtpropertiesgroup

Search

No Events **No Name History**

Florida Department of State, Division of Corporations

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2283338 OR BOOK 1814 PAGE 1541
Recorded:10/06/03 15:46

* Doc Assump: $ 0.00
* Doc Tax : $ 20,530.30
* Int Tax : $ 0.00

M-Chicago Title

This Instrument was prepared by:
Louise W. Spivey, Esq.
Gray, Harris & Robinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

Parcel ID# 2429331000300001

Recording Data Above

WARRANTY DEED

83 PARTNERS, LTD, a Florida limited partnership, formerly known as SUNPURE, LTD., a Florida limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, and sold, to **CARGILL CITRO-AMERICA, INC., a Delaware corporation** ("Grantee"), whose post office address is **100 East Sixth Street, Frostproof, Florida, 33843**, and Grantee's successors, heirs and assigns, in fee simple, the following described real property located in **St. Lucie** County, Florida:

See Exhibit "A" attached hereto and by this reference incorporated herein.

This conveyance is made subject to: (a) zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; (b) taxes for 2003 and subsequent years; and (c) restrictions, easements, and rights-of-way of record; provided, however, that the reference to restrictions shall not operate to reimpose the same.

Grantor hereby covenants with Grantee that the above-described property is free of all liens and encumbrances except as identified on Exhibit "B" attached hereto and by this reference incorporated herein, and that Grantor has good right and lawful authority to grant, bargain, sell, and convey the above-described property. Grantor fully warrants the title to the above-described property, and will defend the same against the lawful claims of all persons whomsoever.

("Grantor" and "Grantee" are used herein for singular or plural, as the context requires.)

[Signatures on Following Page]

107107 v1
9/29/03

OR BOOK 1814 PAGE 1542

Warranty Deed
Page 2 of 4

Recording Data Above

IN WITNESS WHEREOF, Grantor has executed this instrument effective this 30th day of **September, 2003.**

Subscribed before the
following two witnesses:

Print Name: Robert J. Bertrand

Louise W. Spivey
Print Name: Louise W. Spivey

83 PARTNERS, LTD., a Florida limited partnership

By: **TASTESPIRE, INC., a Florida corporation, as its General Partner**

By: _____
Hadi B. Lashkajani, President

STATE OF **FLORIDA**,
COUNTY OF **POLK**.

The foregoing instrument was acknowledged before me this 30th day of **September, 2003, by Hadi B. Lashkajani, as President of Tastespire, Inc., a Florida corporation, as General Partner of 83 Partners, Ltd., a Florida limited partnership,** on behalf of the corporation and the partnership. He ☒ is personally known to me or ☐ has produced a Florida driver's license as identification and did not take an oath.

(Affix Notary Seal)

Louise W. Spivey
NOTARY PUBLIC, State of **Florida**
Print Name: Louise W. Spivey
My Commission Expires: _____

Official Seal
LOUISE W. SPIVEY
Notary Public, State of Florida
My comm. expires Jan. 27, 2007
Comm. No. DD176995

107107 v1
9/29/03

OR BOOK 1814 PAGE 1543

Warranty Deed
Page 3 of 4

Recording Data Above

EXHIBIT "A"
Legal Description of St. Lucie County Real Property

Being a parcel of land lying in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

PARCEL I:

Beginning at the Northwest corner of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, recorded in Chancery No. 680-E, dated April 25, 1938; thence run South 89°36'15" East (assumed datum), a distance of 77.86 feet to the South 1/4 corner of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run North 00°54'36" East along the North-South 1/4 Section line, a distance of 527.49 feet, more or less, to the South shore of Ten Mile Creek; thence run Southeasterly, meandering the said South shore, to a point on the West line of a tract to Adams Ranch, Inc., as in O.R. Book 328, Page 1222 of the Public Records of St. Lucie County, Florida; thence run South 01°09'02" West, a distance of 1185.88 feet, more or less, to a concrete monument; thence run North 88°07'52" East, a distance of 682.40 feet, to the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 32, by said Chancery No. 680-E; thence run South 01°49'35" West, a distance of 594.97 feet, to an iron pipe in concrete at the Southeast corner of the said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E; thence run South 88°03'45" West, along the South line of said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E, a distance of 1350.99 feet, to the Southwest corner of the said Northwest 1/4 of the Northeast 1/4, by said Chancery 680-E; thence run North 00°25'20" East, along the West line of the said Northwest 1/4 of the Northeast 1/4, by said Chancery No. 680-E, a distance of 1332.57 feet to the Point of Beginning; all lying and being in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL II:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, lying and being in St. Lucie County,Florida;

107107 v1
9/29/03

Page A-1

PARCEL III:

The Southeast 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East;

LESS AND EXCEPTING THEREFROM the Florida East Coast Railway Company Railroad Right-of-Way, said Right of Way being 200.00 feet in width and lying 100.00 feet each side of the center line as delineated on Florida East Coast Railway Right of Way Map V3D, Sheet 2, dated October 1948.

AND ALSO:

Beginning at the Northwest corner of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 29, run South 222.51 feet along the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4; thence run West on a line parallel with the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, 300.00 feet; thence run North on a line parallel with the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 to the Southerly right-of-way line of the Florida East Coast Railway; thence run Northeasterly along said right-of-way to the West line of the Southeast 1/4 of the Southwest 1/4; thence run South along said West line to the Point of Beginning.

PARCEL IV:

That portion of the following described property lying North of the North St. Lucie River Water Management Drainage District Canal No. 101 and East of the East right of way for Selvitz Road:

The Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, lying in St. Lucie County, Florida.

PARCEL V:

The East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, and the West 170.00 feet of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

OR BOOK 1814 PAGE 1545

PARCEL VI:

The East 230.00 feet of the North 325.00 feet of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL VII:

Being a strip of land 75.00 feet in width, said strip lying in Section 32. Township 35 South, Range 40 East, St. Lucie County, Florida, said strip lying 37.50 feet each side of the following described center line:

Commence at the Southwest corner of the Northwest one quarter of said Section 32, thence North 00°04'23" East along the West line of the Northwest one quarter of said Section 32, a distance of 891.00 feet; thence South 89°58'19" East, parallel with the South line of said Northwest one quarter of Section 32, a distance of 50.00 feet to a point in the Easterly Right-of-Way line of Selvitz Road (being a 100.00 feet Right-of-Way) and the Point of Beginning of said strip; thence continue South 89°58'19" East a distance of 531.27 feet to the beginning of a curve concave to the Northwest, having a radius of 125.00 feet; thence Easterly, Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 194.63 feet; thence North 00°49'02" East, parallel with the East line of the Southwest one quarter of the Northwest one quarter of said Section 32, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00" a distance of 99.48 feet; thence North 57°49'02" East a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly and Easterly along the arc of said curve, through a central angle of 32°12'39", a distance of 56.22 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point on the West line of the East 230 feet of the Southwest one quarter of the Northwest one quarter of said Section 32 and the Point of Termination of said strip. The sidelines of said strip shall be shortened or lengthened to intersect at angle points.

PARCEL VIII:

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along the South line of the Northwest 1/4 of said Section 32, a distance of 705.00 feet to a point, said point being on the East line of the West 705.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East along said East line, a distance of 53.50 feet to a point on the North Right-of-Way line of the North St. Lucie River Water Control District Canal No. 101 and

Page A-3

the Point of Beginning; thence continue North 00°04'06" East along said line, a distance of 600.00 feet to a point, said point being on the North line of the North 653.50 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 89°58'19" West parallel with the South line of said Northwest 1/4, a distance of 280.00 feet to a point, said point being on the East line of the West 425.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East, a distance of 200.00 feet to a point on the North line of the South 853.50 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along said line, a distance of 156.30 feet to the beginning of a curve concave to the Northwest, having a radius of 162.50 feet; thence Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 253.02 feet; thence North 00°49'02" East, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 62.50 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00", a distance of 62.18 feet; thence North 57°49'02" East, a distance of 116.83 feet to the beginning of a curve concave to the South, having a radius of 62.50 feet; thence Northeasterly and Easterly along the arc of said curve through a central angle of 32°12'39", a distance of 35.14 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point, said point being on the West line of the East 230 feet of the North 325 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence South 00°49'04" West along said line, a distance of 153.61 feet to a point, said point being on the South line of the North 325 feet of the East 230.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 89°56'24" East along said line, a distance of 230.03 feet to a point in the East line of the Southwest 1/4 on the Northwest 1/4 of said Section 32; thence South 00°49'04" West along said line, a distance of 953.44 feet to a point on the North line of aforementioned North St. Lucie River Water Control District Canal No. 101; thence North 89°58'19" West along said line, a distance of 608.68 feet to the Point of Beginning.

OR BOOK 1814 PAGE 1547

TOGETHER WITH the following described easements:

Easement for ingress and egress purposes over the South 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, and the East 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida, lying South of the above-described Parcel III.

Page A-5

OR BOOK 1814 PAGE 1548

Warranty Deed
Page 4 of 4

Recording Data Above

EXHIBIT "B"
List of Permitted Exceptions to St. Lucie County Property

1. Terms and conditions of that certain Easement granted to Indian River Foods, Inc., a Florida corporation, dated February 9, 1966, recorded February 10, 1966, in Official Records Book 138, Page 160, St. Lucie County, Florida, records. (As to the South 50 feet of the Southwest 1/4 of the Southwest 1/4.) Said Agreement has been modified in Easement Release recorded in Official Records Book 1104, Page 2328.

2. Easement granted to Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, a municipal corporation under the laws of the State of Florida, dated August 1, 1983, recorded August 15, 1983, in Official Records Book 408, Page 1958; together with Clarification and Modification of Easement recorded in Official Records Book 1205, Page 2099; St. Lucie County, Records. (As to Parcel III).

3. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated January 10, 1990, recorded March 22, 1990, in Official Records Book 683, Page 1259; and ANNEXATION AGREEMENT recorded February 9, 1994 in Official Records Book 884, Page 328, St. Lucie County, Records. (As to Parcels I, II, III, IV, V, VI, VII and VIII)

4. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated June 24, 1994 in Official Records Book 912, Page 2117, St. Lucie County, Records. (As to Parcel III)

5. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated December 29, 1995, recorded March 18, 1996, in Official Records Book 1004, Page 1890, Public Records of St. Lucie County, Florida. (As to Parcels I, II, III, IV, VI, VII AND VIII)

6. Subject to the railroad spur track located on subject property. (As to Parcel III)

7. Terms and conditions of that certain resolution relating to legal access to private lands over facilities within district rights-of-way executed by the North St. Lucie River Water Control District, recorded December 21, 1980 in Official Records Book 669, Page 699, St. Lucie County, Records.

8. Easement granted to Carl Paul Wild and Selma R. Wild, his wife, from Indian River Foods, Inc., dated August 1, 1969, recorded September 3, 1969, in Official Records Book 179, Page 1972, St. Lucie County, Records.

107107 v1
9/29/03

Page B-1

OR BOOK 1814 PAGE 1549

9. Terms and conditions of the Easement Agreement between Margaret Kimmel, Carl E. Wild and Raymond S. Wild and Dickerson Florida, Inc. and "East Coast Block Company, Inc." recorded October 9, 1991, in Official Records Book 758, Page 2300, St. Lucie County, Records.

10. Rights of others under unrecorded tower space leases.

11. Survey by GCY INCORPORATED, dated October 15, 1997, discloses the following:

(a)Overhead Power lines;(b)Encroachment of a ditch into the adjacent property located on the Northeast side of Parcel I in Section 32; (c)Encroachment of asphalt pavement, chain link fence, concrete curbs, electric meter box, culvert pipe. and guard house into adjacent property.(d)Septic Area encroaches over Northwest property line into Florida East Coast Railroad Right-of-Way.

12. Easement by and between Indian River Foods, Inc., a Florida corporation to Becker Holding Corporation in instrument recorded in Official Records Book 1104, Page 2330, Public Records of St. Lucie County, Florida.

13. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and Ram Mobile Data U.S.A. Limited, as Lessee dated August 24, 1992.

14. Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and McCaw Communications of Fort Pierce, Inc., as Lessee dated January 11, 1990, as amended by Second Addendum dated July 3, 1990.

15. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and St. Lucie Caretaking Corporation, as Lessee dated March 12, 1991.

16. Lease of Site for Communications Facilities between Indian River Foods, Inc., as Lessor, and Sitecom, Inc., as Lessee, dated October 10. 1995, as amended by Addendum dated December 8, 1995, and as assigned to Pinnacle Towers, Inc. as consented by Lessor's Consent to Assignment dated May 6, 1996.

17. Lease of Site for Communications Facilities from SunPure, Ltd. to Becker Holding Corporation executed October 16, 1997.

18. Guy Wire Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation, as recorded in Official Records Book 1207, at Page 1949.

Page B-2

OR BOOK 1814 PAGE 1550

19. Assignment of Tower Leases by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, Page 1955.

20. Utility Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1944.

21. Access Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1937.

22. Provisions of Bill of Sale, between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1928.

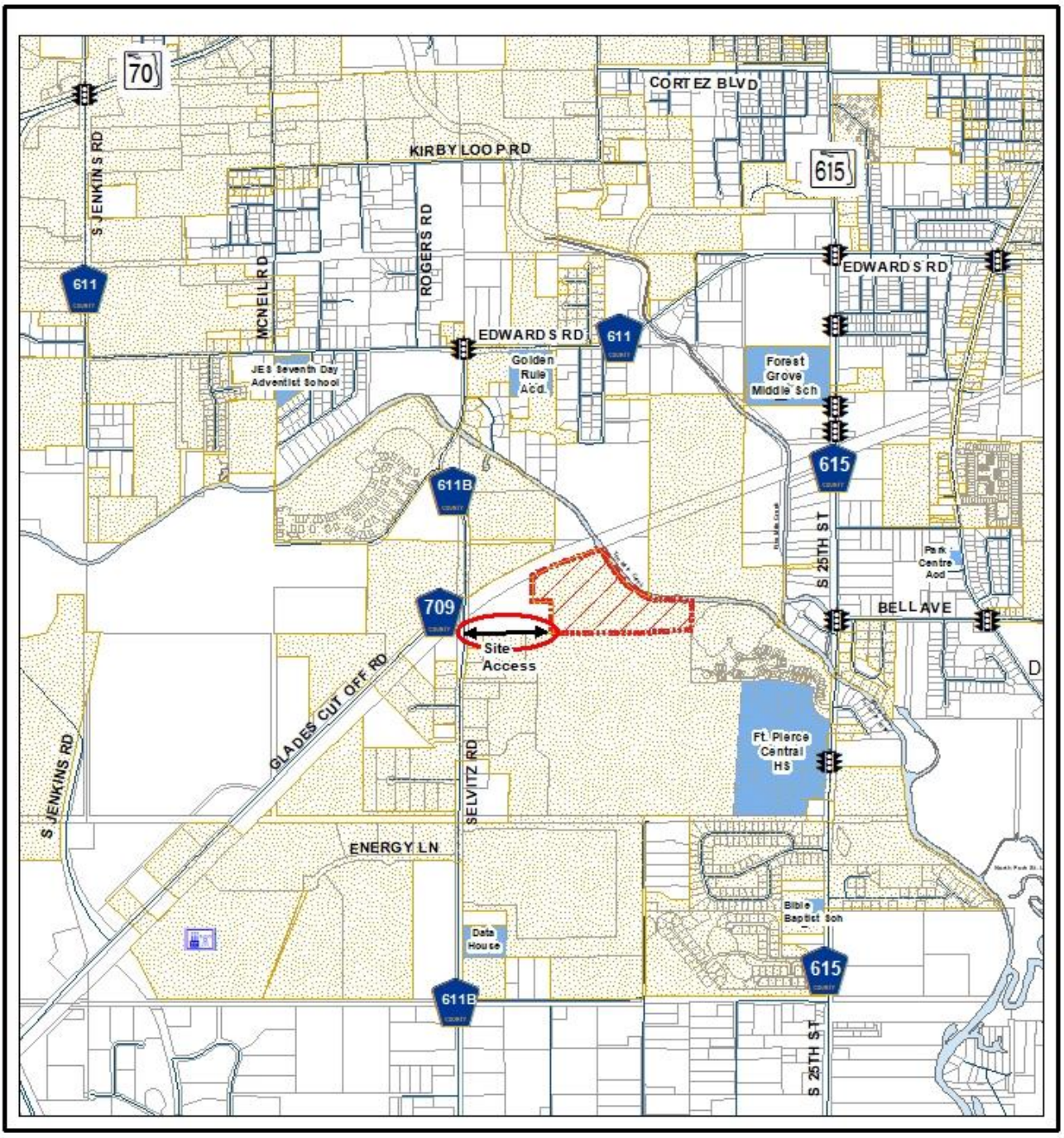
23. Land Lease Agreement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1914.

24. Memorandum of Agreement by and between Pinnacle Towers, Inc., a Delaware corporation and Nextel South Corp., a Georgia corporation as recorded in Official Records Book 1370, at Page 624.

25. Subordination, Non-Disturbance and Attornment Agreement by and between Pinnacle Towers, Inc., a Delaware corporation, Comerica Bank, a Michigan banking corporation and SunPure, Ltd., a Florida limited partnership as recorded in Official Records Book 1207, at Page 1964.

26. Provisions of the Subordination Agreement by SunPure, Ltd., a Florida limited partnership, Cargill Citro Pure, L.P. a Delaware limited partnership and Comerica Bank, a Michigan banking corporation, as recorded in Official Records Book 1359, at Page 1515.

Page B-3



BHT Properties Group, LLC

Legend

BHT Properties Parcel

City Limits - Ft. Pierce

Fort Pierce

FacilityType

School

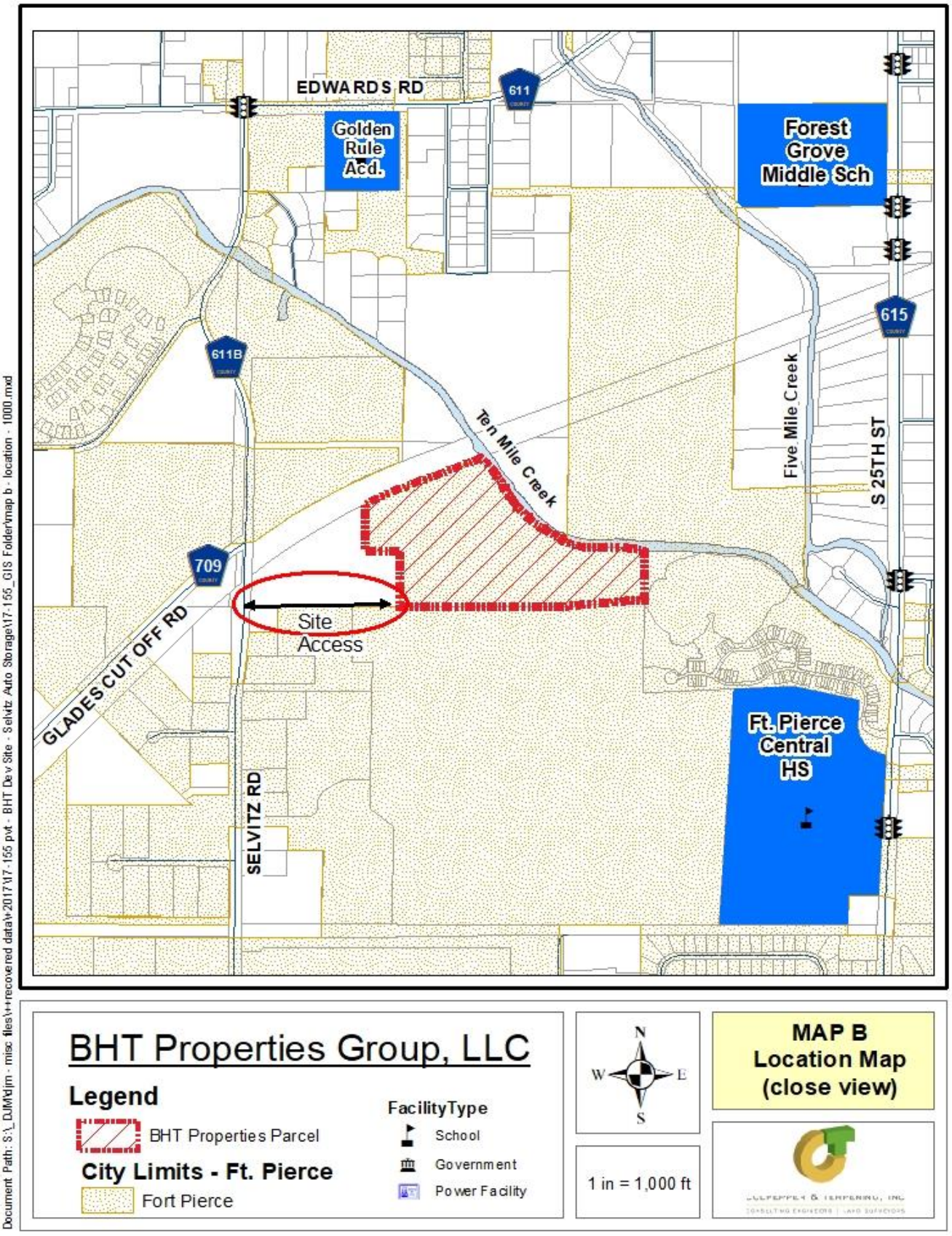
Government

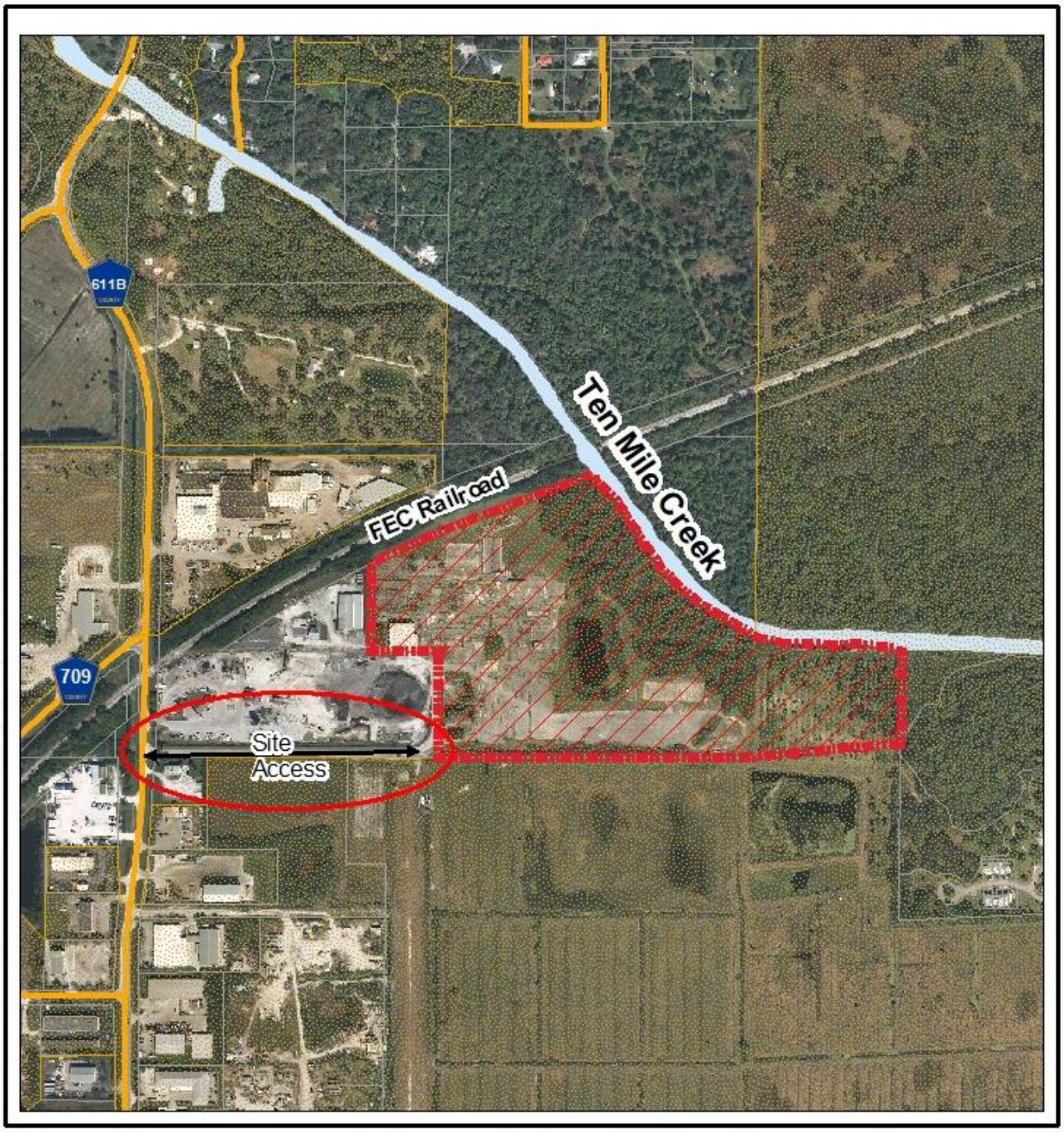
Power Facility

N W E S

1 in = 2,000 ft

MAP A
Location Map
(wide view)


EDWARDS RD
611
Golden Rule Acd.
Forest Grove Middle Sch
615
611B
Ten Mile Creek
Five Mile Creek
S 25TH ST
709
Site Access
GLADES CUT OFF RD
SELVITZ RD
Ft. Pierce Central HS
Document Path: S:_DJM\djm - misc files\++recovered data\w2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\map b - location - 1000.mxd
BHT Properties Group, LLC
Legend
BHT Properties Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
N
W
E
S
1 in = 1,000 ft
MAP B
Location Map
(close view)



Document Path: S:_DJM\dj\m - misc files\++recovered data\w2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\map c - aerial - 600.mxd

BHT Properties Group, LLC

Legend

BHT Properties Parcel

City Limits - Ft. Pierce

Fort Pierce

FacilityType

School

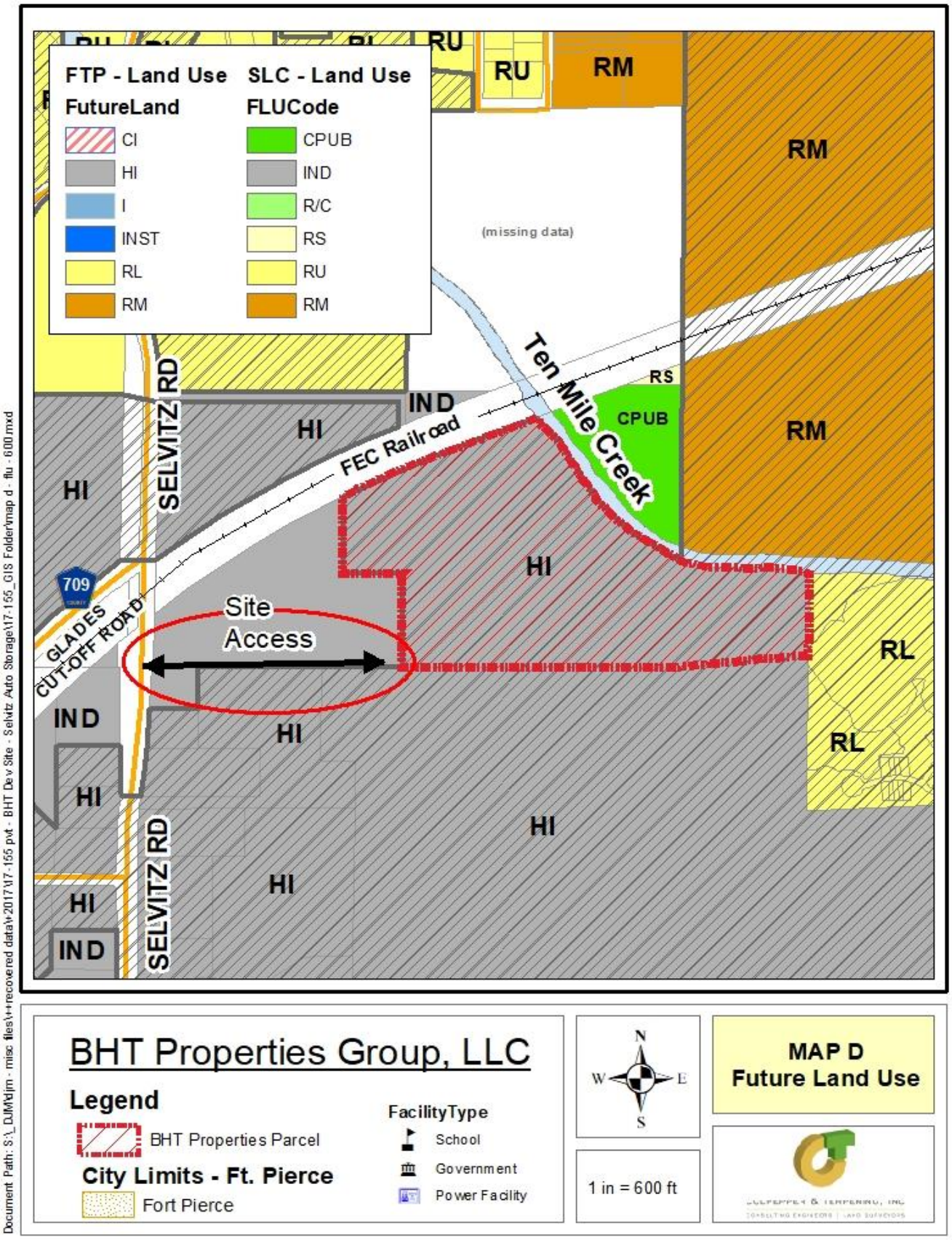
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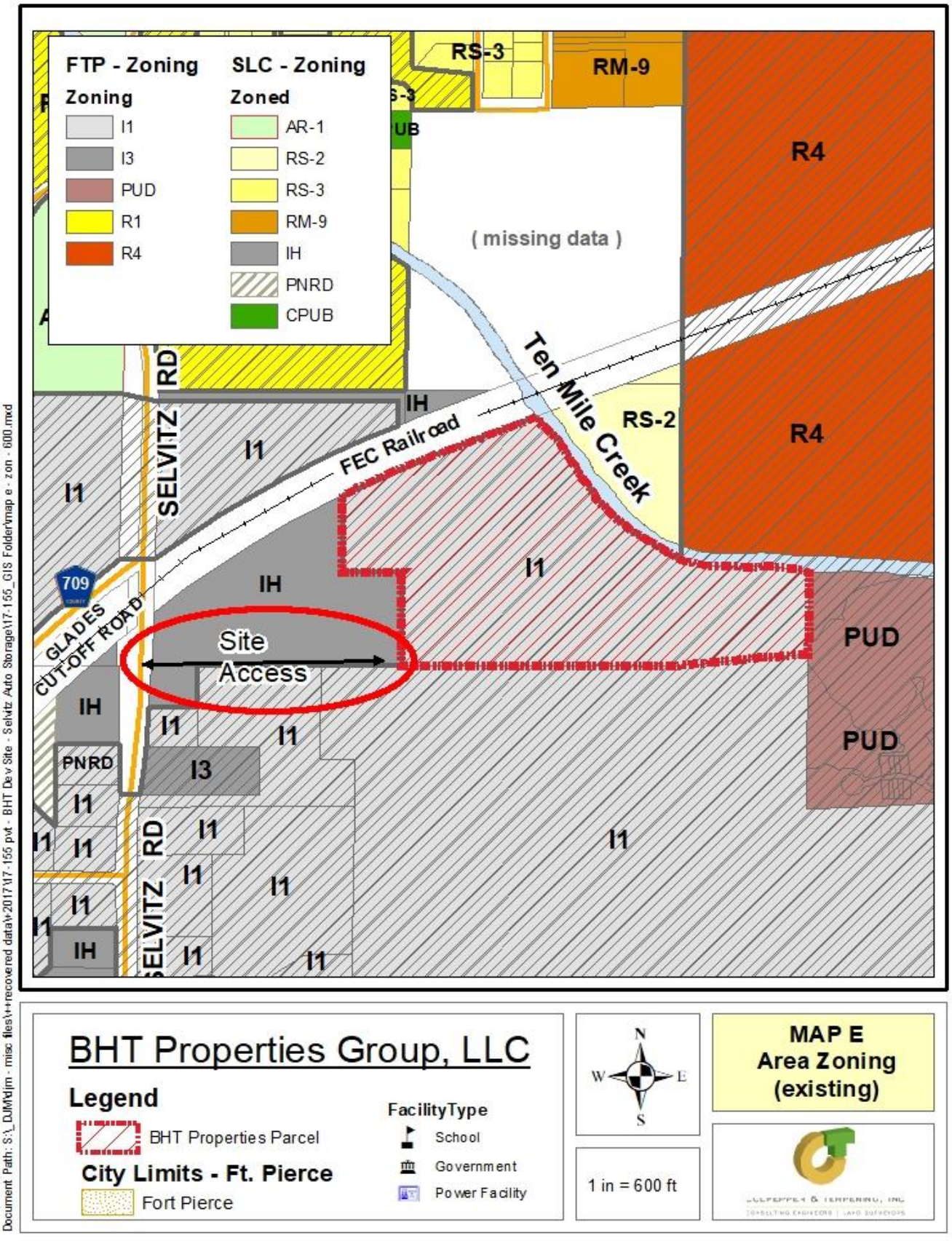
Power Facility

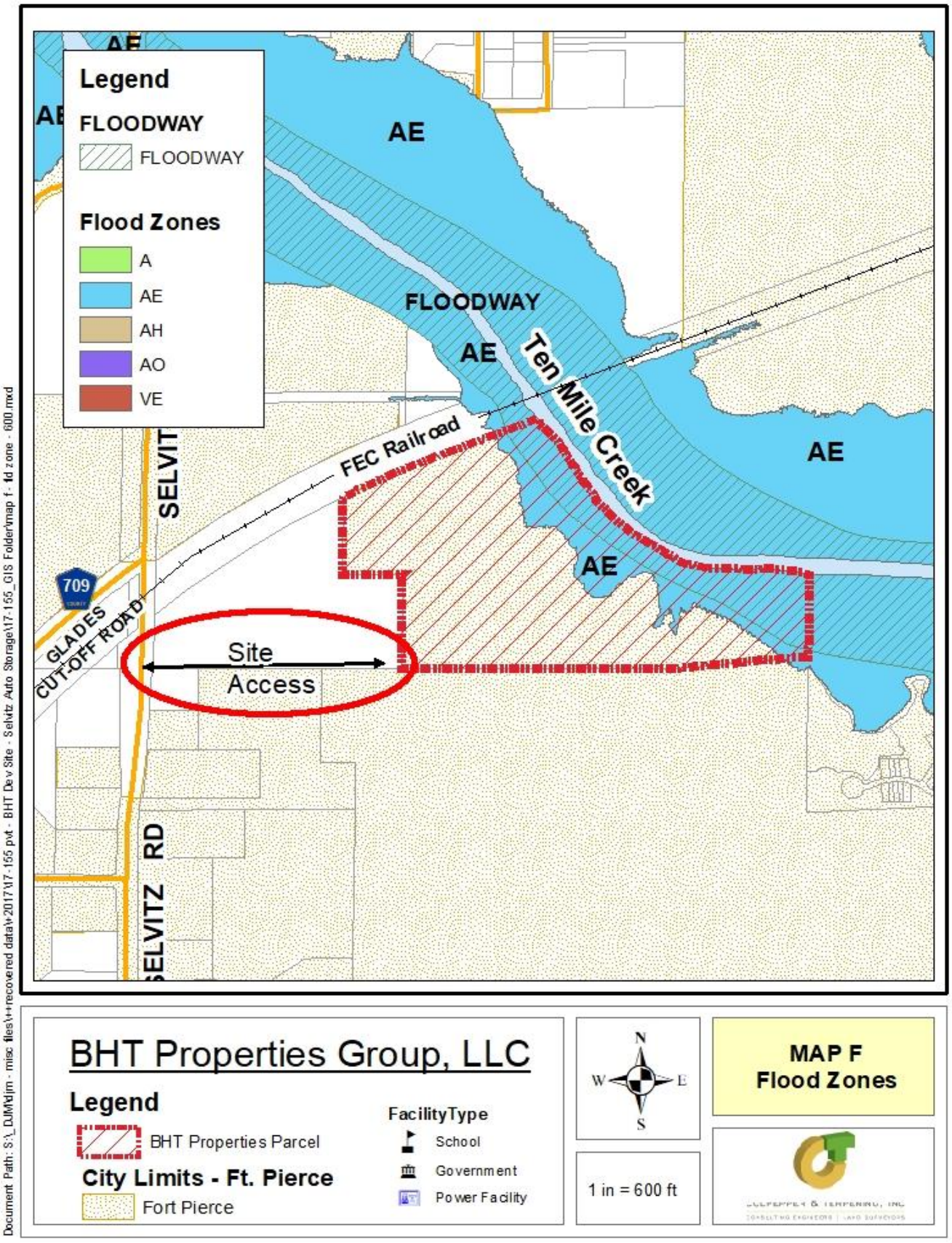
N W E S

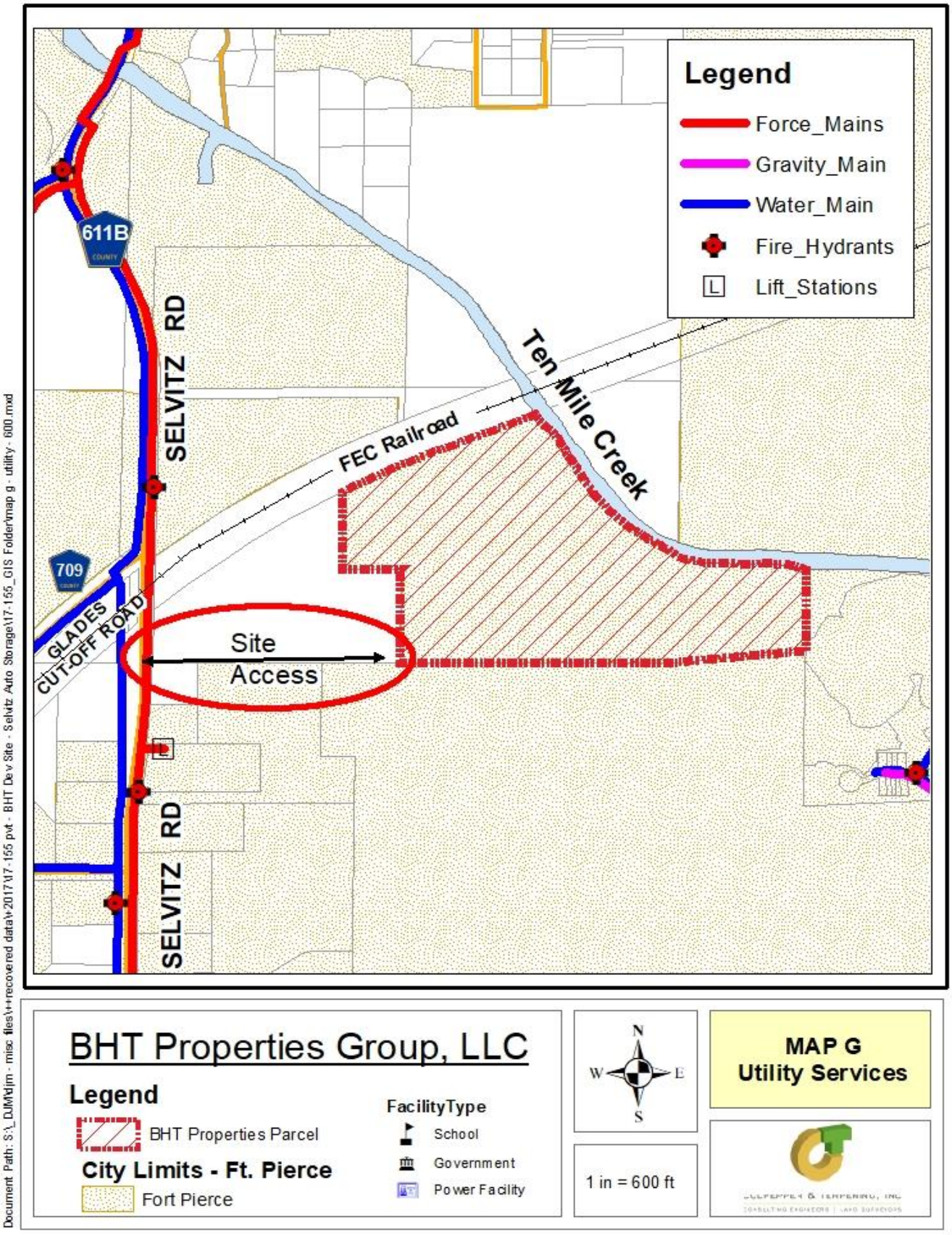
1 in = 600 ft

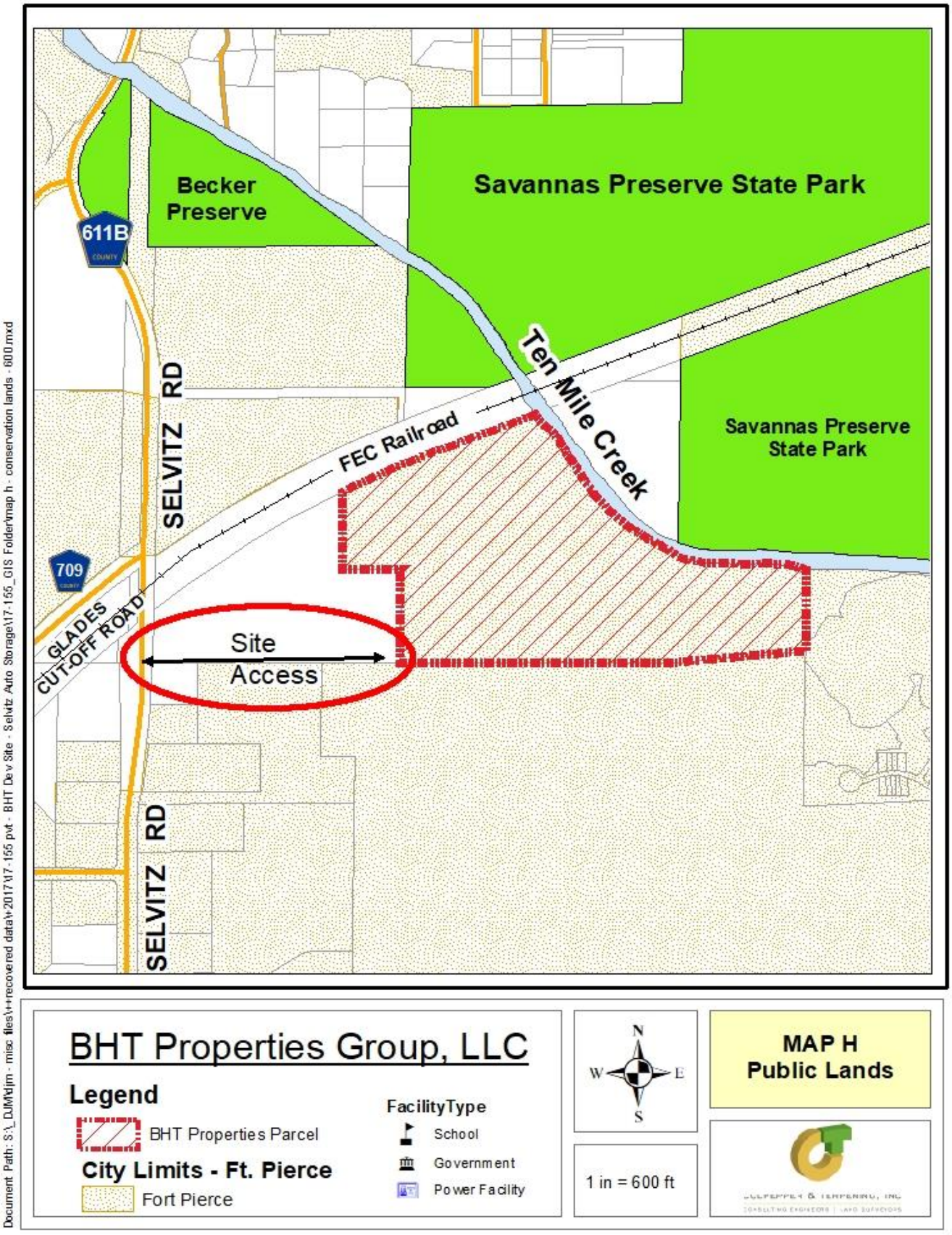
MAP C
Aerial Map
(close view)


FTP - Land Use
FutureLand
CI
HI
I
INST
RL
RM
SLC - Land Use
FLUCode
CPUB
IND
R/C
RS
RU
RM
(missing data)
Ten Mile Creek
FEC Railroad
SELVITZ RD
GLADES CUT-OFF ROAD
709
Site Access
RU
RM
RS
CPUB
IND
HI
RL
BHT Properties Group, LLC
Legend
BHT Properties Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
N
W
E
S
1 in = 600 ft
MAP D
Future Land Use
Document Path: S:_DJM\djm - misc files\++recovered data\v2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\map d - flu - 600.mxd


FTP - Zoning
Zoning
I1
I3
PUD
R1
R4
SLC - Zoning
Zoned
AR-1
RS-2
RS-3
RM-9
IH
PNRD
CPUB
RS-3
RM-9
R4
(missing data)
Ten Mile Creek
RS-2
R4
IH
I1
SELVITZ RD
FEC Railroad
709
GLADES CUT-OFF ROAD
Site Access
PUD
PUD
PNRD
I3
BHT Properties Group, LLC
Legend
BHT Properties Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
N
W
E
S
1 in = 600 ft
MAP E
Area Zoning
(existing)
Document Path: S:_DJM\djm - misc files\++recovered data\v2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\map e - zon - 600.mxd


Legend
FLOODWAY
FLOODWAY
Flood Zones
A
AE
AH
AO
VE
AE
FLOODWAY
AE
Ten Mile Creek
AE
AE
FEC Railroad
SELVIT
709
GLADES CUT-OFF ROAD
Site Access
SELVITZ RD
Document Path: S:_DJM\djm - misc files\++recovered data\v2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\map f - fd zone - 600.mxd
BHT Properties Group, LLC
Legend
BHT Properties Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
N
W
E
S
1 in = 600 ft
MAP F
Flood Zones


Legend
Force_Mains
Gravity_Main
Water_Main
Fire_Hydrants
Lift_Stations
611B
709
SELVITZ RD
SELVITZ RD
FEC Railroad
Ten Mile Creek
GLADES CUT-OFF ROAD
Site Access
BHT Properties Group, LLC
Legend
BHT Properties Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
N
W
E
S
1 in = 600 ft
MAP G
Utility Services
Document Path: S:_DJM\djm - misc files\++recovered data\v2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\map g - utility - 600.mxd


Becker Preserve
Savannas Preserve State Park
611B
SELVITZ RD
Ten Mile Creek
FEC Railroad
Savannas Preserve State Park
709
GLADES CUT-OFF ROAD
Site Access
SELVITZ RD
Document Path: S:_DJM\djm - misc files\++recovered data\v2017\17-155 pvt - BHT Dev Site - Selvitz Auto Storage\17-155_GIS Folder\map h - conservation lands - 600.mxd
BHT Properties Group, LLC
Legend
BHT Properties Parcel
City Limits - Ft. Pierce
Fort Pierce
FacilityType
School
Government
Power Facility
N
W
E
S
1 in = 600 ft
MAP H
Public Lands

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY OF: 3798 SELVITZ ROAD, FORT PIERCE, FL.

LEGEND:

S.L.C.R. . . . . ST. LUCIE COUNTY RECORDS
L.B. . . . . LICENSED BUSINESS
(C) . . . . . CALCULATED
O.R.B. . . . . OFFICIAL RECORDS BOOK
PG. . . . . PAGE
ID. . . . . IDENTIFICATION
P.O.B. . . . . POINT OF BEGINNING
R . . . . . RADIUS
D . . . . . DELTA ANGLE
A . . . . . ARC LENGTH
P.R.M. . . . . PERMANENT REFERENCE MONUMENT
L.S. . . . . LICENSED SURVEYOR
A/C . . . . . AIR CONDITIONING UNIT(S)
C.M.P. . . . . CORRUGATED METAL PIPE
–OHW– . . . . . OVERHEAD WIRES
(R) . . . . . DENOTES DISTANCE BASED ON RECORD INFORMATION
N.S.L.R.W.C.D. . . . NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
NAVD 88. . . . . NORTH AMERICAN VERTICAL DATUM OF 1988
TRAV. PT. . . . . TRAVERSE POINT
● . . . . . METAL BOLLARD
. . . . . TRAFFIC LIGHT POLE
. . . . . WOOD POWER POLE
. . . . . CONCRETE POWER POLE
. . . . . ELECTRICAL METER
. . . . . WOOD LIGHT POLE
. . . . . GUY ANCHOR
. . . . . FIRE HYDRANT
. . . . . WOOD POLE
. . . . . SANITARY SEWER MANHOLE
. . . . . SIGN
. . . . . WELL
. . . . . MONITORING WELL
. . . . . SET 5/8" IRON ROD & CAP, L.B. 7551 UNLESS OTHERWISE SPECIFIED
. . . . . BREAK IN SCALE
. . . . . VIEW 1
. . . . . SURFACE ELEVATION



VIEW 1
NOT TO SCALE 1



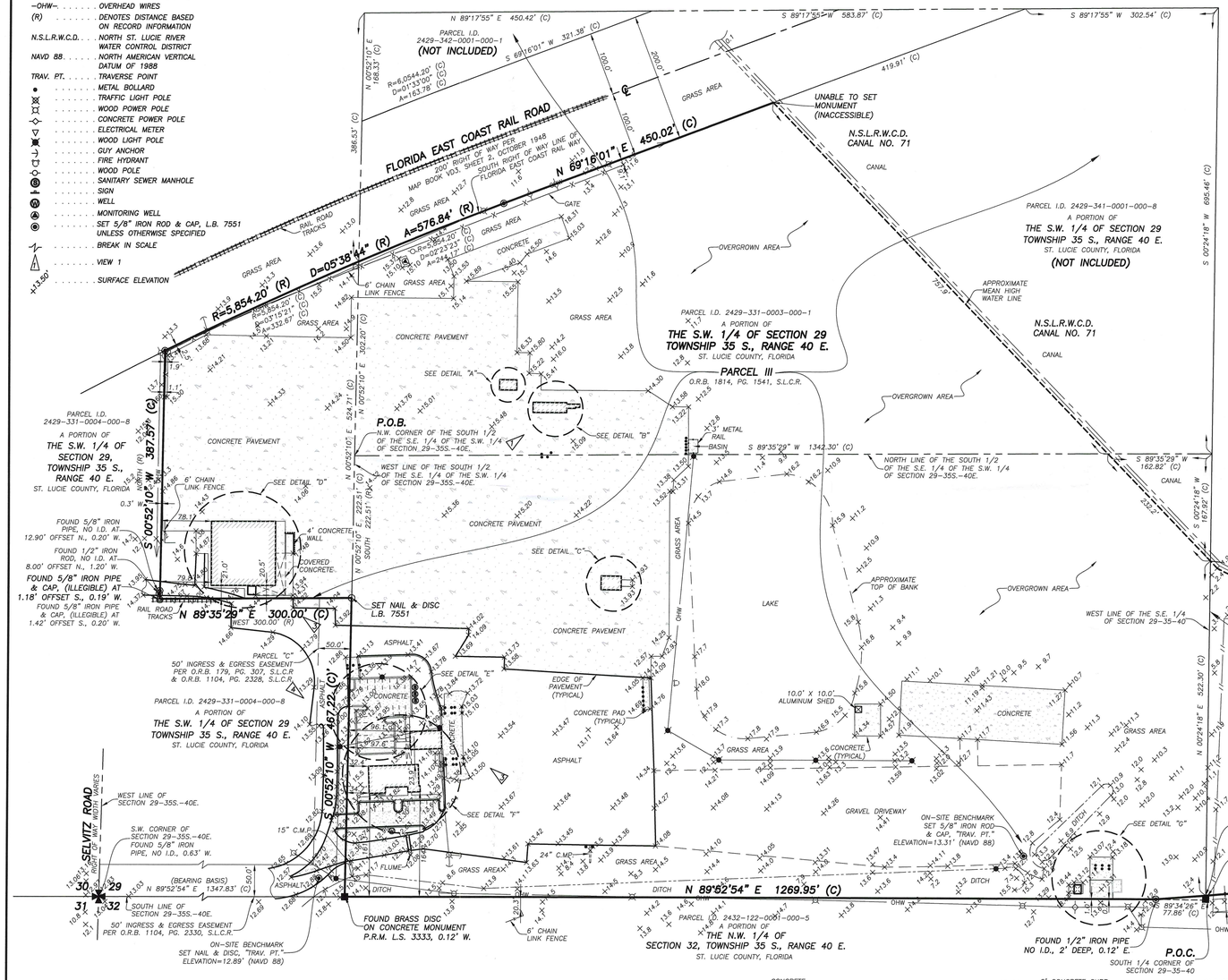
VIEW 2
NOT TO SCALE 2

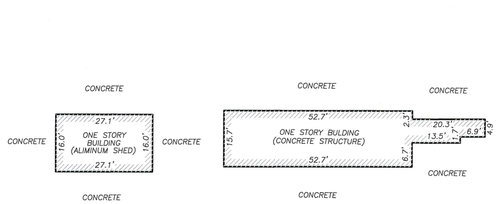


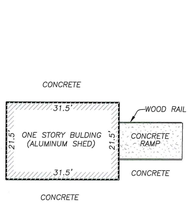
VIEW 3
NOT TO SCALE 3

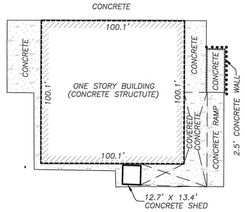


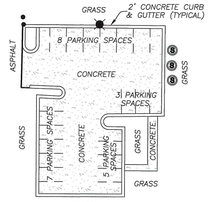
VIEW 4
NOT TO SCALE 4

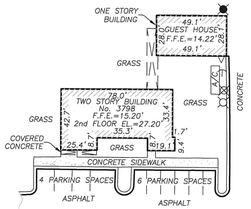


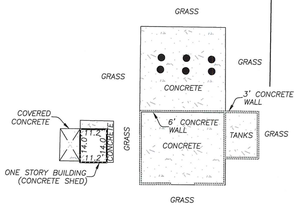


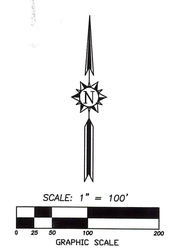


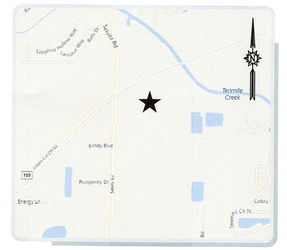












LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

PARCEL III:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST;

LESS AND EXCEPTING THEREFROM THE FLORIDA EAST COAST RAILWAY COMPANY RAILROAD RIGHT-OF-WAY.

SAID RIGHT OF WAY BEING 200.00 FEET IN WIDTH AND LYING 100.00 FEET EACH SIDE OF THE CENTER LINE AS DELINEATED ON FLORIDA EAST COAST RAILWAY RIGHT OF WAY MAP V30, SHEET 2, DATED OCTOBER 1948.

AND ALSO:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29;

RUN SOUTH 222.51 FEET ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4;

THENCE RUN WEST ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 300.00 FEET;

THENCE RUN NORTH ON A LINE PARALLEL WITH THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4;

THENCE RUN SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM PARCEL I.D.: 2429-342-0001-000-1 AND PARCEL I.D.: 2429-341-0001-000-8.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS:

EASEMENTS FOR INGRESS AND EGRESS PURPOSES OVER THE SOUTH 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND THE EAST 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

AND ALSO

A PORTION OF PARCEL 1 BEING A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 29;

THENCE NORTH 00°24'18" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 1.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°24'18" EAST, ALONG SAID WEST LINE, A DISTANCE OF 522.30 FEET TO THE SOUTH SHORE OF TEN MILE CREEK;

THENCE RUN SOUTHEASTERLY, MEANDERING THE SAID SOUTH SHORE TO A POINT ON THE WEST LINE OF A TRACT TO ADAMS RANCH, INC., AS RECORDED IN O.R. BOOK 328, AT PAGE 1222, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

THENCE SOUTH 00°34'35" WEST, ALONG SAID WEST LINE, A DISTANCE OF 404.17 FEET;

THENCE SOUTH 85°18'27" WEST, A DISTANCE OF 611.15 FEET TO THE POINT OF BEGINNING.

SURVEY NOTES:

1. THIS SURVEY REPRESENTS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED BY STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

2. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N.89°52'54"E., ALONG THE SOUTH LINE OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND REFER TO THE FLORIDA STATE PLANE COORDINATES SYSTEM, EAST ZONE 1983 (1990) ADJUSTMENT.

3. THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X AND FLOOD ZONE AE, ELEVATION=10' (NAVD 88), AS SHOWN IN FLOOD INSURANCE RATE MAP NUMBER 12111C 0188 J, COMMUNITY NUMBER 120286, CITY OF FORT PIERCE, ST. LUCIE COUNTY. MAP REVISED DATE: FEBRUARY 16, 2012.

4. THE PROPERTY SHOWN HEREON CONTAINS AN AREA OF 40.12 ACRES (1,747,420 SQUARE FEET), MORE OR LESS. THE AREA SHOWN HEREON WAS CALCULATED TO THE APPROXIMATE MEAN HIGH WATER LINE.

5. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.

6. THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME. THE SURVEYOR DID NOT INSPECT THE PROPERTY SHOWN HEREON FOR ENVIRONMENTAL HAZARDS.

7. IRRIGATION EQUIPMENT AND LANDSCAPING NOT LOCATED OR SHOWN HEREON. FENCES AND WALL DIMENSIONS ARE APPROXIMATE. THE SURVEYOR DID NOT DETERMINE OWNERSHIP OF FENCES AND WALLS.

8. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY EXACTA COMMERCIAL SURVEYORS, INC. EXACTA HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT. WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE RAISED SURVEYOR'S CERTIFICATION SEAL IF APPLICABLE) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. EXACTA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR REVIEWED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT EXACTA DIRECTLY FOR VERIFICATION OF ACCURACY.

9. BUILDING DIMENSIONS WERE MEASURED AT GROUND LEVEL AND ARE OVERALL. ARCHITECTURAL DETAILS MAY NOT BE SHOWN. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

10. EXACTA COMMERCIAL SURVEYORS, INC., DID NOT SEARCH THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS AFFECTING THE PROPERTY BEING SURVEYED. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

11. THE LOCATION OF THE APPROXIMATE NEAN HIGH WATER LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NO. 71 WAS DETERMINED BY FIELD LOCATION USING A TOPCON HIPER GPS UNIT AND IS ACCURATE TO +/– 5 FEET.

12. THE ELEVATIONS SHOWN HEREON ARE BASED ON A ST. LUCIE COUNTY BENCHMARK "ROGER" AND REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE MARK IS A CONTROL DISK SET IN CONCRETE, 42 FEET PLUS OR MINUS EAST OF THE EAST EDGE OF PAVEMENT OF SELVITZ ROAD AND 10 FEET PLUS OR MINUS NORTHEAST OF A WOOD UTILITY POLE, 3 FEET PLUS OR MINUS WEST OF THE CORNER POST OF A 6 FOOT CHAIN-LINKED FENCE, MARK IS LOCATED AT THE INTERSECTION OF GLADES CUTOFF AND SELVITZ ROADS. ELEVATION=13.68'.

CERTIFIED TO:

BHT PROPERTIES GROUP.

CERTIFICATE:

THIS IS TO CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6080
STATE OF FLORIDA

EXACTA COMMERCIAL SURVEYORS, INC. L.B. 7551
email:javier@exactacomm.com

TEL. NO.: 561-314-0769
FAX No. 561-314-0770
ECS EXACTA COMMERCIAL SURVEYORS, INC.
3460 FAIRLANE FARMS ROAD, SUITE 6, WELLINGTON, FL. 33414
L.B. 7551

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY
A PORTION OF THE S.W. 1/4 OF SECTION 29, TOWNSHIP 35 S., RANGE 40 E.
ST. LUCIE COUNTY, FLORIDA
3798 SELVITZ ROAD, FORT PIERCE, FL. 34981

CLIENT: BHT PROPERTIES GROUP
DATE 02/09/18
DRWN BY JDLR
CHK'D BY
LAST FIELD DATE: 02/08/18

REVISIONS

01	BOUNDARY SURVEY	08/17/17
02	ADD TOPOGRAPHIC ELEVATIONS	02/09/18

JOB NO. ECS1127 TASK2

SHEET NO. 01 OF 01

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2283338 OR BOOK 1814 PAGE 1541
Recorded:10/06/03 15:46

M-Chicago Title

* Doc Assump: $ 0.00
* Doc Tax : $ 20,530.30
* Int Tax : $ 0.00

This Instrument was prepared by:
Louise W. Spivey, Esq.
Gray, Harris & Robinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

Parcel ID# 2429331000300001

Recording Data Above

WARRANTY DEED

83 PARTNERS, LTD, a Florida limited partnership, formerly known as SUNPURE, LTD., a Florida limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, and sold, to **CARGILL CITRO-AMERICA, INC., a Delaware corporation** ("Grantee"), whose post office address is **100 East Sixth Street, Frostproof, Florida, 33843**, and Grantee's successors, heirs and assigns, in fee simple, the following described real property located in **St. Lucie** County, Florida:

See Exhibit "A" attached hereto and by this reference incorporated herein.

This conveyance is made subject to: (a) zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; (b) taxes for 2003 and subsequent years; and (c) restrictions, easements, and rights-of-way of record; provided, however, that the reference to restrictions shall not operate to reimpose the same.

Grantor hereby covenants with Grantee that the above-described property is free of all liens and encumbrances except as identified on Exhibit "B" attached hereto and by this reference incorporated herein, and that Grantor has good right and lawful authority to grant, bargain, sell, and convey the above-described property. Grantor fully warrants the title to the above-described property, and will defend the same against the lawful claims of all persons whomsoever.

("Grantor" and "Grantee" are used herein for singular or plural, as the context requires.)

[Signatures on Following Page]

Recording Data Above

IN WITNESS WHEREOF, Grantor has executed this instrument effective this 30th day of **September, 2003.**

Subscribed before the
following two witnesses:

83 PARTNERS, LTD., a Florida limited partnership

Print Name: Robert J. Bertrand

By: **TASTESPIRE, INC., a Florida corporation, as its General Partner**

Louise W. Spivey
Print Name: Louise W. Spivey

By: Hadi B. Lashkajani
Hadi B. Lashkajani, President

STATE OF **FLORIDA**,
COUNTY OF **POLK**.

The foregoing instrument was acknowledged before me this 30th day of **September, 2003, by Hadi B. Lashkajani, as President of Tastespire, Inc., a Florida corporation, as General Partner of 83 Partners, Ltd., a Florida limited partnership,** on behalf of the corporation and the partnership. He ☒ is personally known to me or ☐ has produced a Florida driver's license as identification and did not take an oath.

(Affix Notary Seal)

Louise W. Spivey
NOTARY PUBLIC, State of **Florida**
Print Name: Louise W. Spivey
My Commission Expires:_____

Official Seal
LOUISE W. SPIVEY
Notary Public, State of Florida
My comm. expires Jan. 27, 2007
Comm. No. DD176995

Recording Data Above

EXHIBIT "A"
Legal Description of St. Lucie County Real Property

Being a parcel of land lying in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

PARCEL I:

Beginning at the Northwest corner of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, recorded in Chancery No. 680-E, dated April 25, 1938; thence run South 89°36'15" East (assumed datum), a distance of 77.86 feet to the South 1/4 corner of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida; thence run North 00°54'36" East along the North-South 1/4 Section line, a distance of 527.49 feet, more or less, to the South shore of Ten Mile Creek; thence run Southeasterly, meandering the said South shore, to a point on the West line of a tract to Adams Ranch, Inc., as in O.R. Book 328, Page 1222 of the Public Records of St. Lucie County, Florida; thence run South 01°09'02" West, a distance of 1185.88 feet, more or less, to a concrete monument; thence run North 88°07'52" East, a distance of 682.40 feet, to the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 32, by said Chancery No. 680-E; thence run South 01°49'35" West, a distance of 594.97 feet, to an iron pipe in concrete at the Southeast corner of the said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E; thence run South 88°03'45" West, along the South line of said Northwest 1/4 of the Northeast 1/4 by said Chancery No. 680-E, a distance of 1350.99 feet, to the Southwest corner of the said Northwest 1/4 of the Northeast 1/4, by said Chancery 680-E; thence run North 00°25'20" East, along the West line of the said Northwest 1/4 of the Northeast 1/4, by said Chancery No. 680-E, a distance of 1332.57 feet to the Point of Beginning; all lying and being in Sections 29 and 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL II:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, lying and being in St. Lucie County, Florida;

PARCEL III:

The Southeast 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East;

LESS AND EXCEPTING THEREFROM the Florida East Coast Railway Company Railroad Right-of-Way, said Right of Way being 200.00 feet in width and lying 100.00 feet each side of the center line as delineated on Florida East Coast Railway Right of Way Map V3D, Sheet 2, dated October 1948.

AND ALSO:

Beginning at the Northwest corner of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 29, run South 222.51 feet along the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4; thence run West on a line parallel with the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, 300.00 feet; thence run North on a line parallel with the West line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 to the Southerly right-of-way line of the Florida East Coast Railway; thence run Northeasterly along said right-of-way to the West line of the Southeast 1/4 of the Southwest 1/4; thence run South along said West line to the Point of Beginning.

PARCEL IV:

That portion of the following described property lying North of the North St. Lucie River Water Management Drainage District Canal No. 101 and East of the East right of way for Selvitz Road:

The Southeast 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 35 South, Range 40 East, lying in St. Lucie County, Florida.

PARCEL V:

The East 230.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, and the West 170.00 feet of the East 400.00 feet of the North 460.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL VI:

The East 230.00 feet of the North 325.00 feet of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL VII:

Being a strip of land 75.00 feet in width, said strip lying in Section 32. Township 35 South, Range 40 East, St. Lucie County, Florida, said strip lying 37.50 feet each side of the following described center line:

Commence at the Southwest corner of the Northwest one quarter of said Section 32, thence North 00°04'23" East along the West line of the Northwest one quarter of said Section 32, a distance of 891.00 feet; thence South 89°58'19" East, parallel with the South line of said Northwest one quarter of Section 32, a distance of 50.00 feet to a point in the Easterly Right-of-Way line of Selvitz Road (being a 100.00 feet Right-of-Way) and the Point of Beginning of said strip; thence continue South 89°58'19" East a distance of 531.27 feet to the beginning of a curve concave to the Northwest, having a radius of 125.00 feet; thence Easterly, Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 194.63 feet; thence North 00°49'02" East, parallel with the East line of the Southwest one quarter of the Northwest one quarter of said Section 32, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00" a distance of 99.48 feet; thence North 57°49'02" East a distance of 116.83 feet to the beginning of a curve concave to the Southeast, having a radius of 100.00 feet; thence Northeasterly and Easterly along the arc of said curve, through a central angle of 32°12'39", a distance of 56.22 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point on the West line of the East 230 feet of the Southwest one quarter of the Northwest one quarter of said Section 32 and the Point of Termination of said strip. The sidelines of said strip shall be shortened or lengthened to intersect at angle points.

PARCEL VIII:

Being a parcel of land lying in Section 32, Township 35 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along the South line of the Northwest 1/4 of said Section 32, a distance of 705.00 feet to a point, said point being on the East line of the West 705.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East along said East line, a distance of 53.50 feet to a point on the North Right-of-Way line of the North St. Lucie River Water Control District Canal No. 101 and

the Point of Beginning; thence continue North 00°04'06" East along said line, a distance of 600.00 feet to a point, said point being on the North line of the North 653.50 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 89°58'19" West parallel with the South line of said Northwest 1/4, a distance of 280.00 feet to a point, said point being on the East line of the West 425.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 00°04'06" East, a distance of 200.00 feet to a point on the North line of the South 853.50 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence South 89°58'19" East along said line, a distance of 156.30 feet to the beginning of a curve concave to the Northwest, having a radius of 162.50 feet; thence Northeasterly and Northerly along the arc of said curve through a central angle of 89°12'39", a distance of 253.02 feet; thence North 00°49'02" East, a distance of 22.41 feet to the beginning of a curve concave to the Southeast, having a radius of 62.50 feet; thence Northeasterly along the arc of said curve through a central angle of 57°00'00", a distance of 62.18 feet; thence North 57°49'02" East, a distance of 116.83 feet to the beginning of a curve concave to the South, having a radius of 62.50 feet; thence Northeasterly and Easterly along the arc of said curve through a central angle of 32°12'39", a distance of 35.14 feet; thence South 89°58'19" East, a distance of 193.42 feet to a point, said point being on the West line of the East 230 feet of the North 325 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence South 00°49'04" West along said line, a distance of 153.61 feet to a point, said point being on the South line of the North 325 feet of the East 230.00 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence North 89°56'24" East along said line, a distance of 230.03 feet to a point in the East line of the Southwest 1/4 on the Northwest 1/4 of said Section 32; thence South 00°49'04" West along said line, a distance of 953.44 feet to a point on the North line of aforementioned North St. Lucie River Water Control District Canal No. 101; thence North 89°58'19" West along said line, a distance of 608.68 feet to the Point of Beginning.

TOGETHER WITH the following described easements:

Easement for ingress and egress purposes over the South 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, and the East 50.00 feet of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, St. Lucie County, Florida, lying South of the above-described Parcel III.

Recording Data Above

EXHIBIT "B"
List of Permitted Exceptions to St. Lucie County Property

1. Terms and conditions of that certain Easement granted to Indian River Foods, Inc., a Florida corporation, dated February 9, 1966, recorded February 10, 1966, in Official Records Book 138, Page 160, St. Lucie County, Florida, records. (As to the South 50 feet of the Southwest 1/4 of the Southwest 1/4.) Said Agreement has been modified in Easement Release recorded in Official Records Book 1104, Page 2328.

2. Easement granted to Fort Pierce Utilities Authority of the City of Fort Pierce, Florida, a municipal corporation under the laws of the State of Florida, dated August 1, 1983, recorded August 15, 1983, in Official Records Book 408, Page 1958; together with Clarification and Modification of Easement recorded in Official Records Book 1205, Page 2099; St. Lucie County, Records. (As to Parcel III).

3. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated January 10, 1990, recorded March 22, 1990, in Official Records Book 683, Page 1259; and ANNEXATION AGREEMENT recorded February 9, 1994 in Official Records Book 884, Page 328, St. Lucie County, Records. (As to Parcels I, II, III, IV, V, VI, VII and VIII)

4. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated June 24, 1994 in Official Records Book 912, Page 2117, St. Lucie County, Records. (As to Parcel III)

5. Terms and conditions of the ANNEXATION AGREEMENT by and between Fort Pierce Utilities Authority and Indian River Foods, Inc., dated December 29, 1995, recorded March 18, 1996, in Official Records Book 1004, Page 1890, Public Records of St. Lucie County, Florida. (As to Parcels I, II, III, IV, VI, VII AND VIII)

6. Subject to the railroad spur track located on subject property. (As to Parcel III)

7. Terms and conditions of that certain resolution relating to legal access to private lands over facilities within district rights-of-way executed by the North St. Lucie River Water Control District, recorded December 21, 1980 in Official Records Book 669, Page 699, St. Lucie County, Records.

8. Easement granted to Carl Paul Wild and Selma R. Wild, his wife, from Indian River Foods, Inc., dated August 1, 1969, recorded September 3, 1969, in Official Records Book 179, Page 1972, St. Lucie County, Records.

9. Terms and conditions of the Easement Agreement between Margaret Kimmel, Carl E. Wild and Raymond S. Wild and Dickerson Florida, Inc. and "East Coast Block Company, Inc." recorded October 9, 1991, in Official Records Book 758, Page 2300, St. Lucie County, Records.

10. Rights of others under unrecorded tower space leases.

11. Survey by GCY INCORPORATED, dated October 15, 1997, discloses the following:

(a)Overhead Power lines;(b)Encroachment of a ditch into the adjacent property located on the Northeast side of Parcel I in Section 32; (c)Encroachment of asphalt pavement, chain link fence, concrete curbs, electric meter box, culvert pipe. and guard house into adjacent property.(d)Septic Area encroaches over Northwest property line into Florida East Coast Railroad Right-of-Way.

12. Easement by and between Indian River Foods, Inc., a Florida corporation to Becker Holding Corporation in instrument recorded in Official Records Book 1104, Page 2330, Public Records of St. Lucie County, Florida.

13. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and Ram Mobile Data U.S.A. Limited, as Lessee dated August 24, 1992.

14. Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and McCaw Communications of Fort Pierce, Inc., as Lessee dated January 11, 1990, as amended by Second Addendum dated July 3, 1990.

15. Tower Space Lease Agreement between Indian River Foods, Inc. and Becker Holding Corporation, as Lessor, and St. Lucie Caretaking Corporation, as Lessee dated March 12, 1991.

16. Lease of Site for Communications Facilities between Indian River Foods, Inc., as Lessor, and Sitecom, Inc., as Lessee, dated October 10, 1995, as amended by Addendum dated December 8, 1995, and as assigned to Pinnacle Towers, Inc. as consented by Lessor's Consent to Assignment dated May 6, 1996.

17. Lease of Site for Communications Facilities from SunPure, Ltd. to Becker Holding Corporation executed October 16, 1997.

18. Guy Wire Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation, as recorded in Official Records Book 1207, at Page 1949.

19. Assignment of Tower Leases by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, Page 1955.

20. Utility Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1944.

21. Access Easement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1937.

22. Provisions of Bill of Sale, between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1928.

23. Land Lease Agreement by and between SunPure, Ltd., a Florida limited partnership and Pinnacle Towers, Inc., a Delaware corporation as recorded in Official Records Book 1207, at Page 1914.

24. Memorandum of Agreement by and between Pinnacle Towers, Inc., a Delaware corporation and Nextel South Corp., a Georgia corporation as recorded in Official Records Book 1370, at Page 624.

25. Subordination, Non-Disturbance and Attornment Agreement by and between Pinnacle Towers, Inc., a Delaware corporation, Comerica Bank, a Michigan banking corporation and SunPure, Ltd., a Florida limited partnership as recorded in Official Records Book 1207, at Page 1964.

26. Provisions of the Subordination Agreement by SunPure, Ltd., a Florida limited partnership, Cargill Citro Pure, L.P. a Delaware limited partnership and Comerica Bank, a Michigan banking corporation, as recorded in Official Records Book 1359, at Page 1515.

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	1991526	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
April 22, 2018

Sworn to and subscribed before me this day of, April 23, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Auctions

CHOICE AUCTION at TREASURE COAST AUCTION GALLERY
Public Auction
EVERY Friday at 6:30PM
New & Used Home Goods, Tools, Furniture & More
tcauctiongallery.com
8930 S US Hwy 1, PSL
(772) 359-1400
Lic AU4620/AB3435
Always Buying & Consigning Furniture & Estates

Bicycles & Skates

"SPECIALIZED" - Racing bike, 5 years old, lightly used, carbon frame, battery gears, digital wireless computer. Priced at $1,999 (561)427-9233

Clothing

LEATHER JACKET - Great looking, fringed western, sz 10. Cleaned. $150 (772)464-1478

Furniture

CUSTOM UPSCALE FURNITURE! - Living/dining rm, area rug. Also, new 5-pc dark wood office & 6-pc white wicker bdrm. (772)766-1960

LIVING ROOM SET - 8 pcs matching mint green couch, loveseat, chairs, end/coffee tables. Special! $1,000 obo (651)792-5109

THOMASVILLE QUEEN - 5 Pc Bdrm Set; Lt Oak china hutch (772) 643-2221 (772)594-9922

Generators

GENERATOR - PowerMate. Gas, portable. 5000 run W/6250 max W (772)337-1854

Guns & Ammunition

GUN & KNIFE SHOW BUY-SELL-TRADE
April 21 & 22
Sat. 9-5 & Sun. 10-4
South Florida Fairgrounds, W. Palm Beach 7 mi. west of I-95 on Southern Blvd.
Concealed Weapon Courses 10 & 2 daily 321-777-7455

Jewelry: Costume/Fine

FINE JEWELRY WANTED: Courteous Palm Beacher buys designer, antique, and modern. Call 561-801-0222

Med Equip & Supplies

MOBILITY SCOOTERS - Pride GoGos, Elite, Plus, Sport 3-whl models. Easy disassembly for travel. Like New! Perf. cond. From $400 772-577-8493 B&A #H-21. **ID1976971**

Musical

PIANO - BABY GRAND - Francis Bacon, wht, ivory keys, good cond. $1000 (772)589-2347

Announcements

Announcements

TC Palm Newspapers

CLASSIFIED DEPARTMENT

Call 772-283-5252 #4
Open M-F, 8AM-5PM

Please speak clearly & distinctly when leaving your area code & phone number. Your call will be returned in the order it was received.

Deadlines for Tues through Fri editions are 2PM the day before publication.

Deadline for Sat edition is 12-noon, Fri

Deadline for Sun edition is 2PM, Fri

Deadline for Mon edition is 2:30PM, Fri

(Deadlines subject to change prior to holidays)

Other Deadlines:

Milestones	2PM	Tue
Luminaries	3PM	Wed
Worship Svcs.	12PM	Tue
RE Source	5PM	Thu
Your News	12PM	Fri
Bargain Box	2PM	Fri
Volunteers	2PM	Fri

Go online to TCPalm.com to place Bargain Box ads FREE!

Legals

Public Notices

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22-143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 7th, 2018, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider the following:

Review and approval of an application for a Site Plan and Design Review submitted by Applicant; John H. Blum – Carter Associates, Inc. and the Owner; Kraaz and Kraaz Finance LLC to construct a building consisting of 3,000 sq. ft. of mercantile and 1,986 sq. ft. of business office in the C-4, Central Commercial zone (pending a re-zoning from PUR, Planned Unit Redevelopment), located at 102 Avenue A (Marina Way), Fort Pierce, FL. (Parcel ID 2410-503-0045-000-6).

All interested parties may appear at the meeting and be heard with respect to the Application for Site Plan and Design Review. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 4/22/2018
TCN 1991526

Public Notices

CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 04/22/2018
TCN 1991524

Buy & Sell fast!
TCPALM Localfieds

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING FOR REZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, May 7th, 2018 and Monday, May 21st, 2018 in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE 18-011 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING** THE PROPERTY GENERALLY LOCATED AT **3798 SELVITZ ROAD,** FROM IH, INDUSTRIAL HEAVY (ST. LUCIE COUNTY ZONING), TO I-3, HEAVY INDUSTRIAL (CITY OF FORT PIERCE); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the rezoning. Said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 4/22/2018
TCN 1991526

Public Notices

NOTICE OF GROUNDBREAKING CEREMONY AND STATION DEDICATION

Notice is hereby given, pursuant to the provisions of Section 286.011, Florida Statutes, that the St. Lucie County Fire District Board of Commissioners will be attending a groundbreaking ceremony for new Station 5 on Thursday, April 26, 2018 at 10:30 a.m. at 2288 SE Delano Road, Port St. Lucie, Florida. The groundbreaking ceremony is open to the public.

The St. Lucie County Fire District Board of Commissioners will also meet Thursday, April 26, 2018, commencing at 11:00 a.m. to dedicate Fire Station No. 3 at 480 NW Ravenswood Lane, Port St. Lucie, Florida. The public is invited to attend.

In compliance with the Americans with Disabilities Act, anyone who needs a special accommodation should contact the St. Lucie County Fire District Human Resources Department at (772) 621-3360, at least 48 hours in advance of the event(s).
Pub: April 22, 2018
TCN 1991475

Request for Bids

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

REQUEST FOR QUALIFICATIONS

Sealed Qualifications will be received at the Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, FL 34982, until 3:00P.M. local time on Wednesday, May 23, 2018, for the following:

RFP NO. 18-055

Develop and Operate a Conversion Facility to Process Municipal Solid Waste for St. Lucie County

RFQ documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Division at (772) 462-1700, or by visiting the Purchasing Department at 2300 Virginia Avenue, Fort Pierce, Florida, 34982.

Responses to this RFQ must be delivered to the Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, FL 34982, before the deadline identified above, and must comply with the requirements in this RFQ. Any responses to this RFQ received after the above-stated time will be returned to the Proposer unopened.

The Board of County Commissioners reserves the right to: waive any informalities or minor irregularities; reject any and all Qualifications that are incomplete, conditional, obscure, contain additions not allowed for, or otherwise fail to comply with the requirements in this RFQ; accept or reject any Qualifications or proposal, in whole or in part, with or without cause; and accept the Qualifications or proposal that best serves the County.

For information concerning this RFQ and other procurement matters, visit the St. Lucie County Purchasing Web Site at http://www.stlucieco.org.

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Publish: Sunday, April 22, 2018
TCN 1991022

Request for Bids

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

CALL FOR BIDS

Sealed bids will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, May 16, 2018,** for the following:

BID No. 18-051
Purchase and Delivery of Commercial Kitchen Equipment for the Sunshine Kitchen

Bid documents may be obtained via download from www.DemandStar. or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462 1700.

Bids may be either mailed or hand delivered to the St. Lucie County Purchas¬ing Department, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, FL 34982. Any bids received after the above stated time will be returned to the bidder unopened.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Addenda Information, Bid Results and other information visit the St. Lucie County Purchasing Web Site at www.stlucieco.org

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish: Sunday, April 22, 2018
TCN 1991770

INVITATION TO BID
ON COMPACT RUBBER-TRACK LOADER

Sealed bids will be received by the Indian River Mosquito Control District at the District's offices located at 5655 41st St. (South Gifford Rd.), by 9:00 A.M., Tuesday, May 8, 2018 at which time they will be opened publicly and read, for purchase by the District of the following goods and services:

ONE (1) COMPACT RUBBER-TRACK LOADER
(CAT 299 D2 XHP Forestry, ASV RT-120 Forestry or equivalent)

Detailed specifications for bid items, bid proposal sheets, and all necessary information and instructions for submitting bids may be obtained in person from the office of the District's Director at the District's offices, between the hours of 7:00 AM and 4:00 PM, workdays, or phone, FAX or e-mail request to:

Indian River Mosquito Control District
5655 41st Street
Vero Beach, FL 32967
Phone: 772-562-2393
FAX: 772-562-9619
e-mail: irmcd@irmosquito2.org

ISSUED at Vero Beach, Florida this 13th day of April, 2018.

INDIAN RIVER MOSQUITO CONTROL DISTRICT

BY: Douglas Carlson, Director
Pub: April 15 and 22, 2018
TCN 1985790

Notice of Bid

Parrish McCall Constructors, Inc., the construction manager, will be accepting competitive bids from **pre-qualified subcontractors** for the UF-IFAS Biosafety Lab Level 2 & Biosafety Lab Level 3 Renovation project located at 200 9th St. SE, Vero Beach, Florida. Bids in excess of $75,000 must be sealed.

Anticipated bid date is May 4th, 2018. All work on-site is scheduled to be completed between **July 2018 through September 2018.**

Bids will be accepted for the following scopes of work: Demolition, Concrete, Masonry, Doors & Hardware, Storefront, Metal Studs, Drywall & Stucco, Acoustical Ceilings, Flooring, Painting, General Trades, Fencing, Structural Steel, Casework & Countertops, Plumbing, HVAC, Automation, and Electrical.

Parrish McCall Constructors encourages and invites Small/HUB Zone/Minority/Small Disadvantaged/Veteran/Service-Disabled Veteran/& Women-Owned Businesses to submit bids on any portion of this project. Parrish McCall Constructors is an Equal Opportunity Employer, license # CGC-056005.

Prequalification forms are available on the Parrish-McCall website at http://www.parrish-mccall.com/index.php/bid-center
Pub: April 8, 15 and 22, 2018
TCN 1978127

Public Notice
School District of Indian River County
ITB 21-0-2018/JC
Athletic Supplies & Uniforms

Notice is hereby given that the School District of Indian River County is accepting bids to secure firm prices and establish a term contract for athletic supplies and uniforms for districtwide schools.

Sealed bids must be returned to the SDIRC Purchasing Department no later than **2:00 p.m. on May 17, 2018** and shall be clearly marked: ITB 21-0-2018/JC Athletic.

A copy of the bid document may be downloaded from the Onvia DemandStar website at http://www.demandstar.com or by contacting Jeff Carver.

Services Offered

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Adult Care/Services

ARE YOU SEEKING CARE FOR YOUR LOVED ONE?
Call Top Choice Private Care. We have CNAs/HHAs. Highly skilled, honest & dependable avail. 4 to 24 hrs. Affordable rates. Lic/Ins. 772-878-9000.

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FREE Estimates
FREE Service Call
Check your A/C
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772-626-7604 SL MC

Carpet/Floor Covering

HINTON'S CARPET CLEANING
3 Rooms, $100, 1st floor
Tile & grout cleaning available.
772-562-7262 IRC

RAY'S CARPET REPAIRS & INSTALLATION
Same day service
Free estimate. Lic#1953
772-571-6353 IR

Cleaning Services

DR CLEAN SERVICES
Lic. 16 00250 Husband & wife do housecleaning, windows, pressure wash & more. Call 772-361-3197 for a free Est. Seb. & V.B.

HUSBAND/WIFE HOME CLEANING SRVC
We also do Windows & Pressure Clean, Lic/Ins **772-766-4174**

Cleanup/Hauling

A-1 DANIEL'S HAULING
Haul All: Trash, Brush, Junk, Anything - Garage/Shed Cleanout, 7 days a week
IR SL MC **(772) 812-2500**

TWO BROTHERS CLEANING & HAULING
All trash removal.
FREE estimates! Lic./Ins.
609-703-1861

Clock Repair

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Repair & Sales
1445 Village Green Dr.
Port St. Lucie (772)335-2507

Computer Services

AAA ARON'S COMPUTER SERVICE
Dell, HP, and A+ Certified, 20 yrs on Treasure Coast. Home Svc Call - $55 **(772) 475-7887**

Concrete/Masonry Work

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Odom Construction 473-0046
BC018696 IR SL

JOHNNY'S
Concrete, Driveways, & Patio Repairs. Carpentry. New or Old
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Pool Enclosures, Rescreen, Repairs, Railings
Aluminum Roofs
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Pool & Patio Rescreening
Window screens, Kick plate, Sliding door & Window repair.
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Popcorn removal, Smooth ceiling
Knock down texture.
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A Full Drywall Service Company; 33 yrs exp
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Crown, cabinets, interior trim & misc. repairs. CRC1331468
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NEED FIXING?
Master Carpenter - 30 yrs exp.
Crown, cabinets, interior trim & misc. repairs. CRC1331468
772-584-2971 IR

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FREE Estimates
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772-464-0290 SLC & IRC

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SP01023 MC SL

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30 Years Quality Work
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Repairs, New Roofs, Guaranteed. Roofing is our ONLY Business
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MTW ROOFING dba Thompsons Remodeling & Roofing Division
Installations and Repairs
Serving IR Co. **772-569-6517**

Roofing Contractor
William J Chalifoux Inc.
Reroofing and Repairs
Serving Martin and St. Lucie County over 40 years.
Best Warranty in the Business!
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Roofing

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Villanova Construction
Same Day Service.
Work Guaranteed.
Call (772)828-8567

ROOF LEAKS SPECIALIST
35 Yrs Experience Free Estimates call Mike, Warranty on all work, 772-571-5656

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Lic#CCC1327801/Lic#CGC1510956

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Lic/Ins **772-473-8076** IR/SL

John Owens
"I Do It All Tree Service"
Lic./Ins. Tree Trimming, Trash Hauling, Stump Grinding, Weeding, Pressure Cleaning,etc
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PHILLIP'S TREE SERVICE DJP
General Contracting/Hauling/ Demolition; Free Est, Reasonable; Veteran Owned
Lic/Ins **772-216-4978** SL MC IR

City Commission Regular Meeting **12.b.**

Meeting Date: 05/21/2018

Re: Voluntary Annexation - Okeechobee Properties LLC - 2605, 2607, & 2609 Rolyat Street

Submitted For: Rebecca Grohall, Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 18-012 A voluntary annexation submitted by Okeechobee Properties LLC, and property owner Karen Gelety to annex property located at 2605, 2607, & 2609 Rolyat Street. Two properties are zoned CO, Commercial Office, and one property is zoned CG, General Commercial. The Future Land-Use of all three properties is COM, Commercial. Parcel IDs 2419-601-0040-000-9, 2419-601-0041-000-6, 2419-601-0042-000-3. SECOND READING

SUMMARY:

- The applicant is requesting a voluntary annexation of properties (Parcel IDs 2419-601-0040-000-9, 2419-601-0041-000-6, & 2419-601-0042-000-3) located at 2605, 2607, & 2609 Rolyat Street in Fort Pierce, Florida.
- The current St. Lucie County Zoning for 2605 & 2607 Rolyat Street is CO, Commercial Office, with a St. Lucie County Future Land Use of COM, Commercial. The current St. Lucie County Zoning for 2609 Rolyat Street is CG, Commercial General, with a St. Lucie County Future Land Use of COM, Commercial.
- To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation will be C-3, General Commercial, and the proposed Future Land Use designation will be GC, General Commercial
- At their April 10, 2018 meeting the Planning Board voted 5-0 to recommend approval of the application as presented.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Brandon Creagan, LEED Green Associate, Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

The current taxable value of the combined parcels is approximately $91,367. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Future commercial development of this parcel would bring higher value and associated revenue.

Attachments

Planning Staff Report
Ordinance # 18-012
Application for Annexation Packet with Survey
TRC Comments
Aerial Map
Zoning Map
Future Land Use Map
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/01/2018 11:58 AM

Form Started By: Brandon Creagan
Started On: 04/25/2018 09:55 AM
Final Approval Date: 05/08/2018

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Annexation**
2605, 2607, & 2609 Rolyat Street

DATE: April 25, 2018

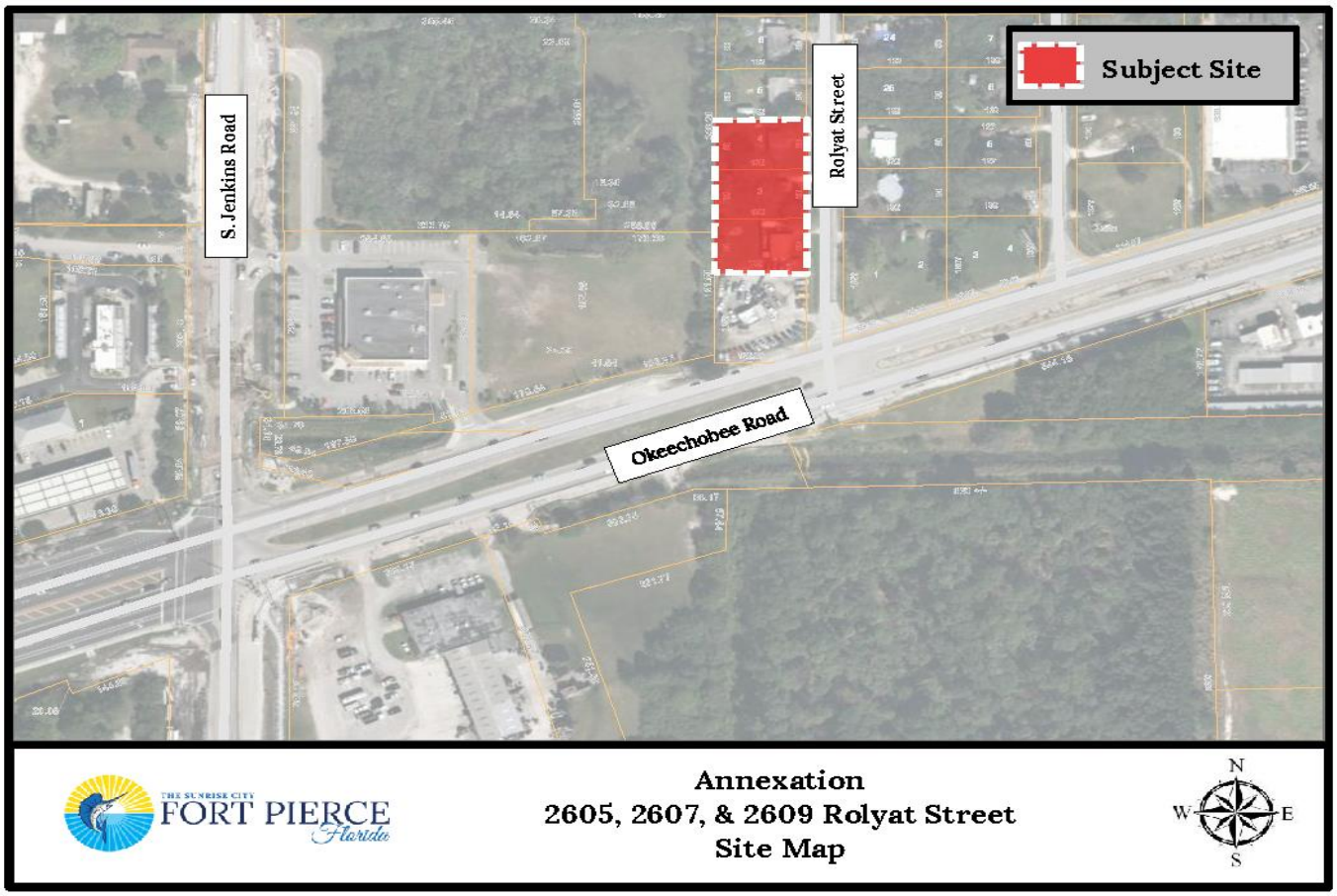
STAFF REPORT

Property Owner/Applicant:	Karen Gelety 2507 Lazy Hammock Lane Fort Pierce, FL 34981
Representative:	Paul Hannah/Okeechobee Properties LLC P.O. Box 3316 Tequesta, FL 33469
Requested Action:	Approval of a Voluntary Application for Annexation for three parcels of land; designating the properties as C-3, General Commercial; and GC, General Commercial
Site Location:	2605, 2607, & 2609 Rolyat Street Fort Pierce, Florida.
Parcel ID:	2419-601-0040-000-9 2419-601-0041-000-6 2419-601-0042-000-3
Parcel Size:	.73 acres
Current Zoning:	CO, Commercial Office (St. Lucie County) CG, Commercial General (St. Lucie County)
Current Future Land Use:	COM, Commercial (St. Lucie County)
Proposed Zoning:	C-3, General Commercial
Proposed Future Land Use:	GC, General Commercial

	North	East	South	West
Surrounding Zoning:	CO (SCL)	CO (SLC)	C-3 (FP)	C-3 (FP)
Surrounding FLU:	COM (SLC)	COM (SLC)	GC (FP)	GC (FP)

Staff Analysis:

The applicant is requesting a voluntary annexation of properties (Parcel IDs 2419-601-0040-000-9, 2419-601-0041-000-6, & 2419-601-0042-000-3) located at 2605, 2607, & 2609 Rolyat Street in Fort Pierce, Florida.



The current St. Lucie County Zoning for 2605 & 2607 Rolyat Street is CO, Commercial Office, with a St. Lucie County Future Land Use of COM, Commercial. The current St. Lucie County Zoning for 2609 Rolyat Street is CG, Commercial General, with a St. Lucie County Future Land Use of COM, Commercial. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Zoning designation will be C-3, General Commercial, and the proposed Future Land Use designation will be GC, General Commercial

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary. The property is also within the FPUA service area. The applicant plans to develop the parcels along with the parcel directly to the south for a commercial development. All parcels will be combined via a Unity of Title when the annexation is complete. The property to the south of the proposed annexed parcels was annexed into the City of Fort Pierce in December of 1993. To the west of all three parcels is the Chick-fil-A development, to the north and east is St. Lucie County zoned Commercial Office properties.

This proposed voluntary annexation is also consistent with F.S 171.044, whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the combined parcels is approximately $91,367. If the Application for Annexation is approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Future commercial development of this parcel would bring higher value and associated revenue.

Population Impact

If annexed, 2605, 2607, & 2609 Rolyat Street would all be in District 1. The properties will become part of a commercial development and therefore would have no direct population impact.

Comprehensive Plan:

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The area where this annexation is taking place has mostly all been annexed into the City of Fort Pierce and the annexation of this property would help to continue eliminating irregularities along the City's boundary in this area. The adoption of this property into the City also helps to provide efficient public services.

The applicant is requesting that the City of Fort Pierce Zoning designation and Future Land Use designation remain consistent with the current County designation. The Zoning Designation of C-3, General Commercial, and Future Land Use of GC, General Commercial would be consistent with Policy 1.11.5.

Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan. All comments received are attached for your review.

Planning Board

At their April 10, 2018 meeting the Planning Board voted 5-0 to recommend approval of the application as presented.

Staff Recommendation:

As proposed, the annexation meets the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the City Commission approve Ordinance 18-012 for the proposed annexation along with designating the zoning as C-3, General Commercial and designating the Future Land Use as GC, General Commercial.

ORDINANCE NO. 18-012

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2605, 2607, & 2609 ROLYAT STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2018; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the properties to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signatures of all owners of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their April 10, 2018 meeting, voted unanimously to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on April 6, 2018, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on April 6, 2018, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto and incorporated herein; and annexed into the City:

a)

Parcel IDs: 2419-601-0040-000-9, 2419-601-0041-000-6, & 2419-601-0042-000-3

A PARCEL OF LAND, BEING THE NORTH 80.00 FEET OF LOTS 1 AND 2, BLOCK 3 AND ALL OF LOTS 3 AND 4, BLOCK 3, AS SHOWN ON SEMINOLE PARK SUBDIVISION, RECORDED IN PLAT BOOK 10, PAGE 11, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, NORTH 88°19'06" EAST, A DISTANCE OF 664.31 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG SAID EAST LINE, NORTH 00°23'26" WEST, A DISTANCE OF 126.19 FEET TO THE INTERSECTION THEREOF WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD (STATE ROAD 70), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP - SECTION 94030-2516 AND THE WEST LINE OF SAID PLAT BOOK 10, PAGE 11; THENCE CONTINUE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 AND ALONG SAID WEST LINE OF PLAT BOOK 10, PAGE 11, NORTH 00°23'26" WEST, A DISTANCE OF 127.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 80.00 FEET OF SAID LOT 1, BLOCK 3 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND;

THENCE CONTINUE ALONG SAID WEST LINE OF PLAT BOOK 10, PAGE 11, NORTH 00°23'26" WEST, A DISTANCE OF 240.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 3; THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 3, NORTH 89°52'34" EAST, A DISTANCE OF 132.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 3; THENCE ALONG THE EAST LINE OF SAID LOTS 4, 3 AND 2, BLOCK 3, SOUTH 00°23'26" EAST, A DISTANCE OF 240.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 80.00 FEET OF SAID LOT 2, BLOCK 3; THENCE ALONG SAID SOUTH LINE OF THE NORTH 80.00 FEET OF LOTS 1 AND 2, BLOCK 3, SOUTH 89°52'34" WEST, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING.
Said property containing .73 acres, more or less.

and further depicted on Exhibit "B", attached hereto and incorporated herein; said properties being generally located at 2605, 2607, & 2609 Rolyat Street in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2018 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed into the territorial limits of the City of Fort Pierce shall be zoned C-3, General Commercial, and assigned a Future Land Use Designation of GC, General Commercial, as depicted on Exhibit "C" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

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

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-012 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Thursday, April 26, 2018 and Thursday, May 3, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on May 7, 2018; and was duly introduced, read by title only, and passed on second and final reading May 21, 2018, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 21 day of May, 2018.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST:

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

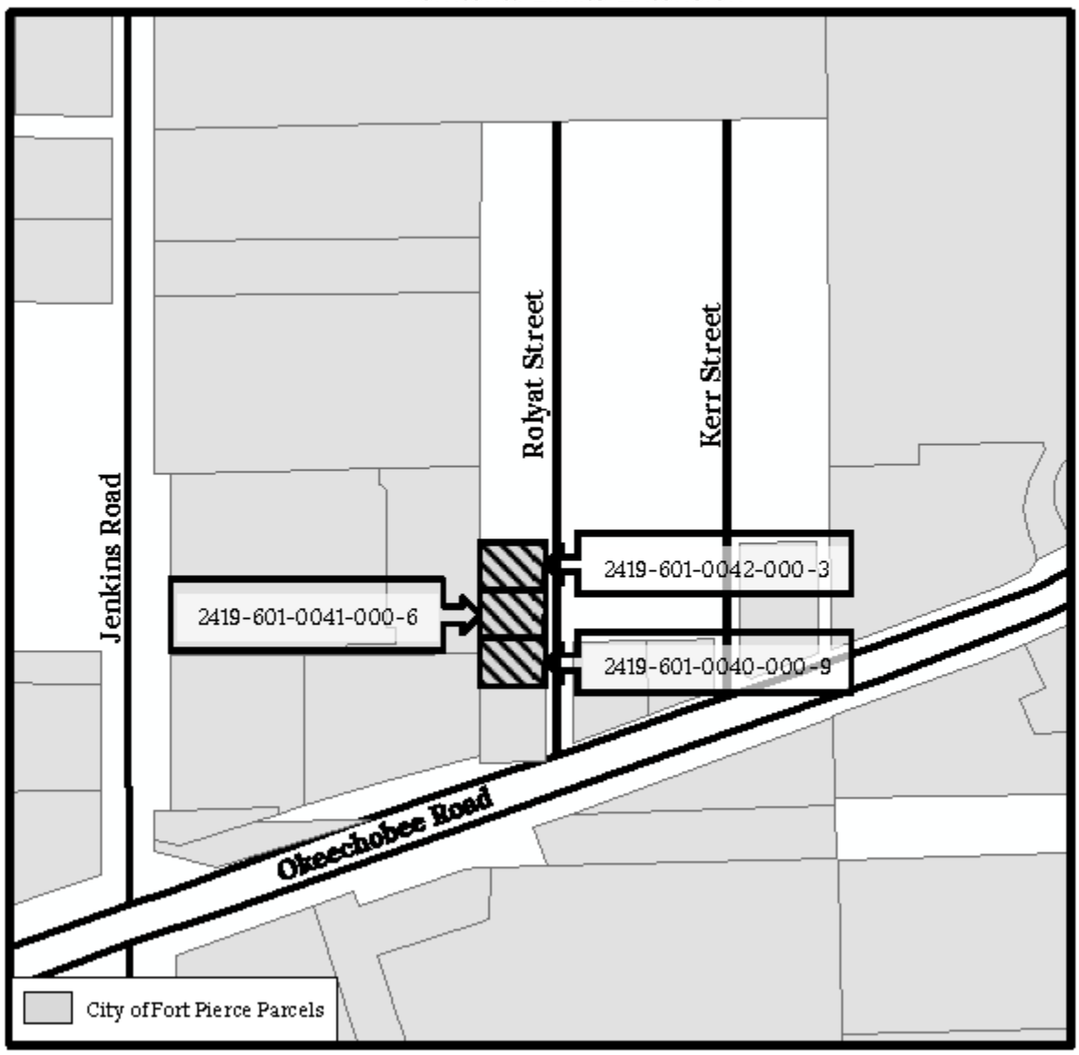
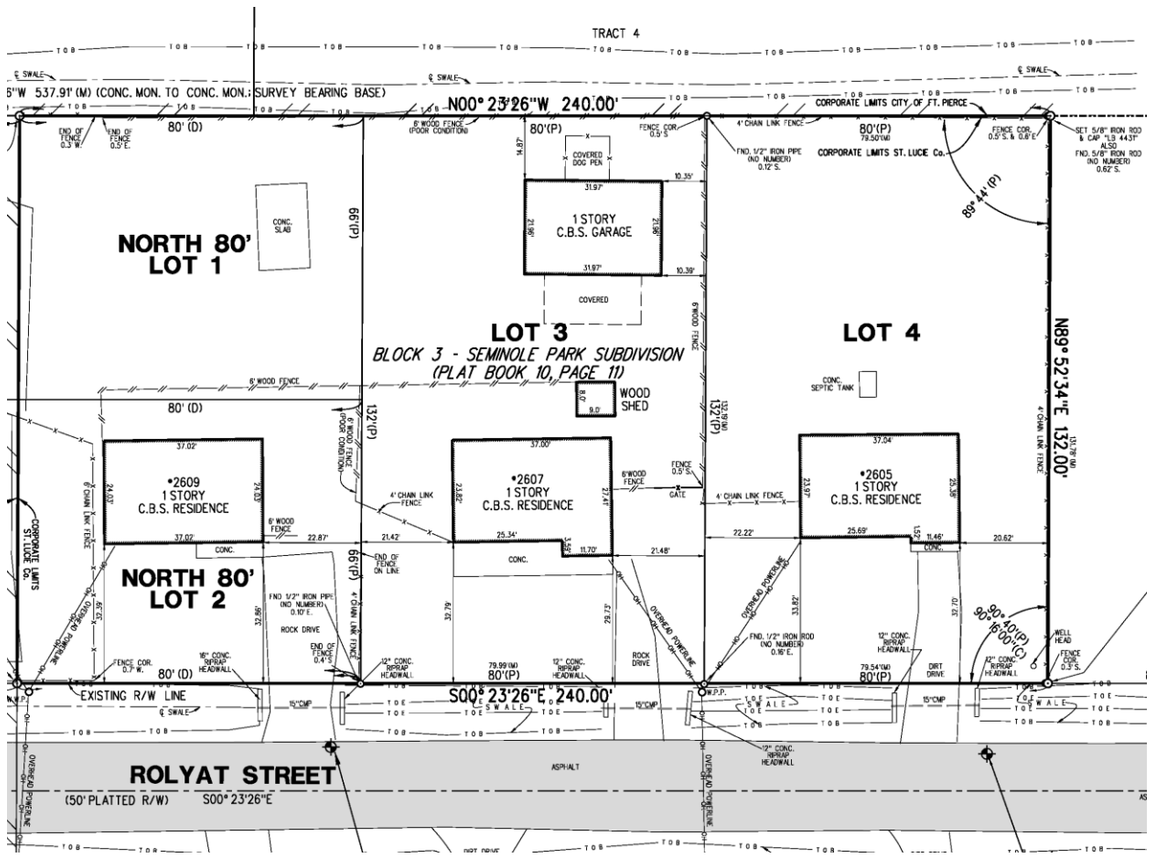


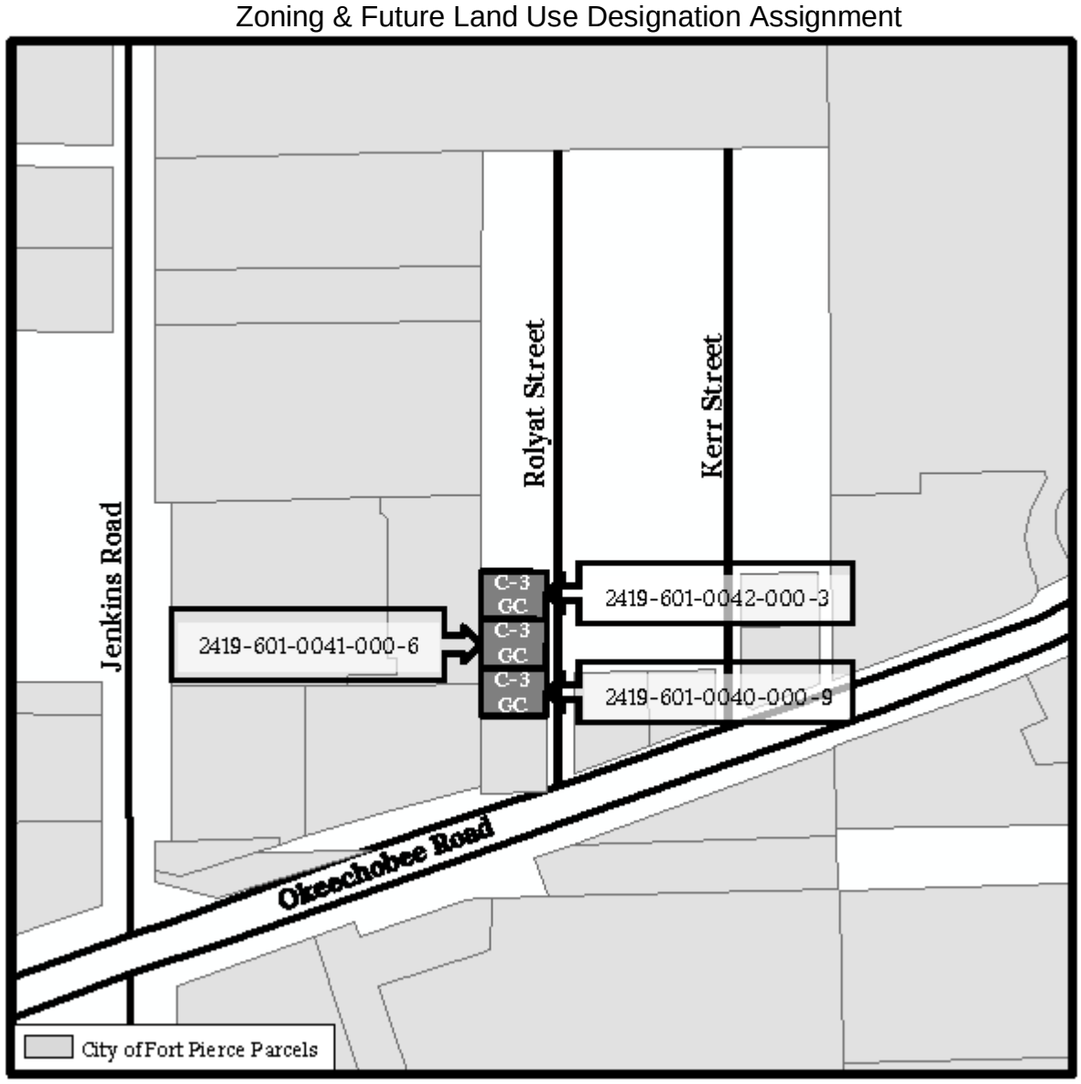
EXHIBIT B
Sketch of Subject Property



Said properties located at 2605, 2607, & 2609 Rolyat Street as recorded in Plat Book 10 page 11.

EXHIBIT C

Zoning & Future Land Use Designation Assignment



*The property to be annexed is currently zoned CO, Commercial Office with a Future Land Use of COM, Commercial. Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of C-3, General Commercial and have a Future Land Use Designation of GC, General Commercial.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC** (*Initial Submission): One (1) original and (5) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (7) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission**: One (1) original and (3) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed(s)
- Current Survey (completed within the last 12 months)

1. Address: 2609, 2607 and 2605 Rolyat Street, St. Lucie County
2. Legal description of real property for which annexation is being requested:

   Property Tax ID: 2419-601-0040-000-9; 2419-601-0041-000-6 and 2419-601-0042-000-3
3. Size of described property: Approximately .89 acres
4. Project description: Proposed is a commercial development consisting of a fast food restaurant
5. Current St. Lucie County Future Land Use Designation: Commercial
6. Current St. Lucie County Zoning: CN - Neighborhood Commercial
7. Is this a Historic property? No
8. Appraised value:
9. Name of Owner(s): Karen Gelety

   Signature of Owner(s): Karen Gelety
   Mailing Address: 2507 Lazy Hammock Lane
   City Fort Pierce State FL Zip 34981-5411
   Phone 772 332-6793 Fax

10. Name of Representative: Paul Hanna/Okee Properties, LLC

Signature of representative: _____

Mailing Address: P.O. Box 3316

City) Tequesta State FL Zip 33469

Phone 561-346-9959 Fax _____

E-mail: paul@phanna.com

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

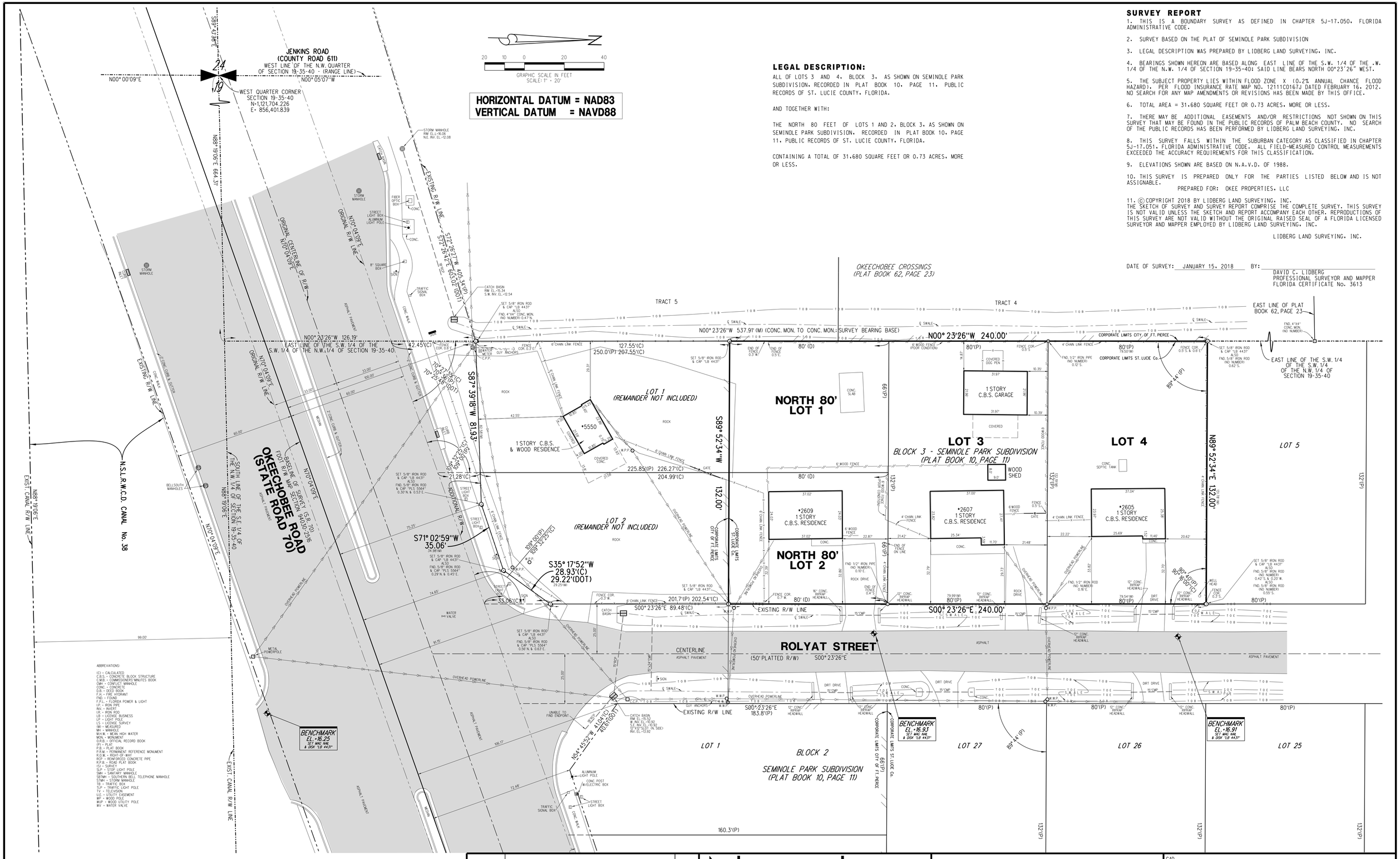
OFFICE USE:

DATE RECEIVED: _____ Signed: _____

File Number: _____ Check No: _____ Receipt No: _____

TRC Review: _____ Planning Board Review: _____ City Commission: _____

Ordinance No: _____ Date Approved: _____



LEGAL DESCRIPTION:

ALL OF LOTS 3 AND 4, BLOCK 3, AS SHOWN ON SEMINOLE PARK SUBDIVISION, RECORDED IN PLAT BOOK 10, PAGE 11, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND TOGETHER WITH:

THE NORTH 80 FEET OF LOTS 1 AND 2, BLOCK 3, AS SHOWN ON SEMINOLE PARK SUBDIVISION, RECORDED IN PLAT BOOK 10, PAGE 11, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 31,680 SQUARE FEET OR 0.73 ACRES, MORE OR LESS.

SURVEY REPORT

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE.

2. SURVEY BASED ON THE PLAT OF SEMINOLE PARK SUBDIVISION

3. LEGAL DESCRIPTION WAS PREPARED BY LIDBERG LAND SURVEYING, INC.

4. BEARINGS SHOWN HEREON ARE BASED ALONG EAST LINE OF THE S.W. 1/4 OF THE .W. 1/4 OF THE N.W. 1/4 OF SECTION 19-35-40; SAID LINE BEARS NORTH 00°23'26" WEST.

5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD), PER FLOOD INSURANCE RATE MAP NO. 12111C0167J DATED FEBRUARY 16, 2012. NO SEARCH FOR ANY MAP AMENDMENTS OR REVISIONS HAS BEEN MADE BY THIS OFFICE.

6. TOTAL AREA = 31,680 SQUARE FEET OR 0.73 ACRES, MORE OR LESS.

7. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY LIDBERG LAND SURVEYING, INC.

8. THIS SURVEY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.

9. ELEVATIONS SHOWN ARE BASED ON N.A.V.D. OF 1988.

10. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.

PREPARED FOR: OKEE PROPERTIES, LLC

11. ©COPYRIGHT 2018 BY LIDBERG LAND SURVEYING, INC.
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

LIDBERG LAND SURVEYING, INC.

DATE OF SURVEY: JANUARY 15, 2018 BY: _____

DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 3613

DATE:	REVISIONS:	BY:

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

BOUNDARY & TOPOGRAPHIC SURVEY
5550 OKEECHOBEE ROAD, FT. PIERCE
PREPARED FOR:
OKEE PROPERTIES, LLC

CAD. K:\UST \ 193540 \ 10-11 \ 17-084A-101 \ 17-084A-101.DGN			
REF.			
FLD. A.M.	FB. PG.	JOB	17-084A-101
OFF. CASASUS	722 17,18,38-43	DATE	11/17/17
CKD. D.C.L.	SHEET 1 OF 1	DWG.	D17-084A

K:\UST\193540\10-11\17-084A-101\17-084A-101.DGN 2/19/2018 8:35:55 AM

Landscape Architects ■ Planners ■ Environmental Consultants

GENTILE | GLAS | HOLLOWAY | O'MAHONEY & Associates, Inc.

LC 0000177

George G. Gentile FASLA
M. Troy Holloway ASLA
Emily M. O'Mahoney ASLA
Dodi Buckmaster Glas AICP

Okee Properties, Inc.

Justification Statement
Annexation and Zoning Atlas Amendment Applications
~~February 21, 2018~~
Resubmittal - March 28, 2018

Request/Location:

On behalf of the Applicant Okee Properties, LLC, Gentile Glas Holloway O'Mahoney & Associates, Inc. (2GHO), acting as agent, is submitting an application for annexation of property within St. Lucie County to City of Fort Pierce; and a Zoning Atlas Amendment to rezone said property from St. Lucie County Zoning District of CN-Neighborhood Commercial District to City of Fort Pierce C-3 – Commercial Zoning District. The Subject site comprises four contiguous lots with 3 property control numbers and is located on the west side of Rolyat Street, north of Okeechobee Road in St. Lucie County, Florida. The property contains 3 residential units, one with a garage structure.

Capacity Analysis:

The Zoning Atlas Amendment – Capacity Analysis has been conducted based on the highest intensity of development; the analysis was prepared based on .73 acres (Property Appraisers acreage information) with a FAR of 1.0 which equals 31,798 s.f.

Development Program:

The three properties subject to this request will be combined with the adjacent property to the south which is already within the City limits and faces directly on Okeechobee Road. The development program is to create a fast food retail facility with its associated parking and drive-through on the total 1.094 acres. Entry would be off Rolyat Street (meeting all FDOT and engineering criteria) and have a connection through to the Chick-fil- a on the west side allowing for commercial connectivity off of Okeechobee Road between Rolyat Street and South Jenkins Road.

Development History:

There are 3 existing single-family homes on subject site.

Consistency with Comprehensive Plan:

The proposed Annexation of the subject site is consistent with the Policies and Objectives of the City of Fort Pierce Comprehensive Plan, as follows:

1.11 Objective

Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.

The subject site provides for an orderly manner of annexation since it is contiguous with the City on both the south and east property lines. The surrounding properties are part of the Fort Pierce Utilities Authority Boundary.

1.11.1 Policy:

The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

The subject site is located within the Urban Service Area Boundary and therefore consistent with this policy.

1.11.3 Policy:

The annexation program shall include fiscal impact analyses and plans for maintaining level of service standards consistent with the Comprehensive Plan.

As part of the Zoning Atlas Amendment a capacity analysis is included and meets the levels of service for this area.

1.11.5 Policy:

Properties annexed shall receive a land use designation compatible with its county land use designation, unless otherwise approved by the City Commission.

The subject site has a St. Lucie County Commercial Land Use which is consistent with the City.

1.11.7 Policy:

Existing structures on newly annexed properties shall be assessed for historic value according to the City's historic preservation ordinance and, if found to have such value, be incorporated into the City's list of designated structures.

The subject site has some existing single family dwelling that are of no historic significances.

Consistency with the Land Development Code:

Currently, the property has a Commercial Zoning District although St. Lucie County. The property development program will meet the City of Fort Pierce Land Development Code including the property development regulations of setbacks, dimension, parking and landscaping.

Surrounding Land Use:

The proposed commercial development is consistent with the surrounding land use and zoning.

Surrounding Land Use and Zoning Information:

	Land Use	Zoning	Approved Use
North	COFP – COMMERCIAL	COFP – C-3	Residential
South	COFP – COMMERCIAL	COFP – C-3	
East	Vacant	COFP – Commercial	COFP – C-3
West	Vacant	COFP – Commercial	COFP – C-3

Effect on the Natural Environment:

The proposed development will not result in a significantly adverse impact on the nature environment. Redevelopment of the subject site will enhance the public realm by the addition of landscape required vegetation and manage stormwater. Existing trees of value will be inventoried and a tree disposition plan developed.

Adequate Public Facilities:

The Applicant has included a Public Facilities statement as part of these applications along with the information included in the Capacity Analysis part of the Zoning Atlas Amendment.

On behalf of the applicant, Okee Properties, LLC and Gentile Glas Holloway O'Mahoney & Associates, Inc. respectfully request approval of this application. The Project Managers at Gentile Glas Holloway O'Mahoney & Associates, Inc. are Emily M. O'Mahoney, Dylan Roden and Patricia Lentini.

Public Facilities Information

5550 Okeechobee Road

Ft. Pierce, Florida

A. Background

Site: .84 acres or 38,768 sq. ft.

Maximum lot coverage is 60% = 23,261 sq. ft.
FAR1 = 38,768 sq. ft.
Rezone to Commercial 3 single family parcels

B. Potable Water Estimates

Per State of Florida Department of Health Chapter 64E-6 Florida Administrative Code estimated water/sewer estimated for

a) The existing 3 single family properties.

1. 1 & 2 gross area = 888 ft^2 house
   751 sq. ft. - 1200 sq. ft. 200 gallons/day
2. 3 gross area = 1676 $ft.^2$ house
   1201 sq. ft. - 2250 sq. ft. 300 gallons/day
3. 4 gross area = 921 ft^2 house
   751 sq. ft. - 1200 sq. ft. 200 gallons/day

Existing Residential (Total) 700 gallons/day

b) Proposed Zoning Maximum
Average use: 0.125 gallons/day per sq. ft.
38,768 sq. ft. x 0.125 $\frac{\text{gallons/day}}{\text{sq. ft.}}$ = 4846 gallons/day

C. Wastewater

a) See item B existing Residential = 700 gallons/day
b) Proposed Zoning Maximum
Average use 0.1 gallons/day per sq. ft.
38,768 sq. ft. x 0.1 $\frac{\text{gallons/day}}{\text{sq. ft.}}$ = 3876.8 usc 3877 gallons/day

D. Solid Waste

a) Residential properties 2 yards
b) Proposed zoning maximum 4 yards

E. Stormwater

The surface water management system to serve the subject parcel of land will be designed and constructed to satisfy drainage requirements of the South Florida Water Management District (SFWMD), St. Lucie County, City of Ft. Pierce and other regulatory agencies.

1. Water control (stormwater management) for this area will be planned to meet several objectives as follows:

a. Remove excess water from the area during periods of prolonged rainfall or severe storms.
b. Exfiltration trenches and/or depressed open space areas will be utilized to satisfy regulatory criteria on water quality/water quantity.
c. Storm inlets and piping will be installed to receive and transmit storm runoff to an internal existing retention area to manage various rainfall events.

2. The project site will be limited to a peak discharge rate utilizing allowable runoff criteria as established by the SFWMD and St. Lucie County, City of Ft. Pierce criteria of regulatory agencies will be used during development of site grading and drainage plans. Legal positive outfall exists along the ditch on the east side of the property.

Pre vs Post runoff analysis will be accomplished during site development in order not to increase volume discharged. Appropriate stormwater management means and methods will be incorporated into drainage plans to satisfy adopted level of service.

LEGAL DESCRIPTION PREPARED FOR: OKEE PROPERTIES, LLC

SEMINOLE PARK SUBDIVISION LOTS 3 & 4 AND PORTION OF LOTS 1 & 2

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND, BEING THE NORTH 80.00 FEET OF LOTS 1 AND 2, BLOCK 3 AND ALL OF LOTS 3 AND 4, BLOCK 3, AS SHOWN ON SEMINOLE PARK SUBDIVISION, RECORDED IN PLAT BOOK 10, PAGE 11, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, NORTH 88°19'06" EAST, A DISTANCE OF 664.31 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE ALONG SAID EAST LINE, NORTH 00°23'26" WEST, A DISTANCE OF 126.19 FEET TO THE INTERSECTION THEREOF WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD (STATE ROAD 70), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP - SECTION 94030-2516 AND THE WEST LINE OF SAID PLAT BOOK 10, PAGE 11; THENCE CONTINUE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 AND ALONG SAID WEST LINE OF PLAT BOOK 10, PAGE 11, NORTH 00°23'26" WEST, A DISTANCE OF 127.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 80.00 FEET OF SAID LOT 1, BLOCK 3 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND;

THENCE CONTINUE ALONG SAID WEST LINE OF PLAT BOOK 10, PAGE 11, NORTH 00°23'26" WEST, A DISTANCE OF 240.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 3; THENCE ALONG THE NORTH LINE OF SAID LOT 4, BLOCK 3, NORTH 89°52'34" EAST, A DISTANCE OF 132.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 3; THENCE ALONG THE EAST LINE OF SAID LOTS 4, 3 AND 2, BLOCK 3, SOUTH 00°23'26" EAST, A DISTANCE OF 240.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 80.00 FEET OF SAID LOT 2, BLOCK 3; THENCE ALONG SAID SOUTH LINE OF THE NORTH 80.00 FEET OF LOTS 1 AND 2, BLOCK 3, SOUTH 89°52'34" WEST, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 31,680 SQUARE FEET OR 0.73 ACRES, MORE OR LESS.

REVISED LEGAL 02-23-18 - EC

LIDBERG LAND SURVEYING, INC.
LB4431
675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 193540 \ 10-11 \ 17-084-303 \ 17-084-303.DGN			
REF.			
FLD. _	FB. PG.	JOB	17-084-303
OFF. CASASUS	_ _	DATE	FEBRUARY 14, 2018
CKD. D.C.L.	SHEET 1 OF 1	DWG.	A17-084

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3978957 OR BOOK 3656 PAGE 749, Recorded 07/25/2014 at 10:32

St. Lucie County File Date: 07/24/2014 12:00 AM

Filing # 16285931 Electronically Filed 07/24/2014 10:12:37 AM

PERSONAL REPRESENTATIVE'S RELEASE AND CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY

(single individual personal representative)

The undersigned, Karen Gelety whose post office address is: 2507 Lazy Hammock Lane, Fort Pierce, Florida, 34981, as personal representative of the estate of Michael D. Gelety deceased, hereby acknowledges that title to the real property located in St. Lucie County, Florida, owned by the decedent the time of death, described as follows:

Parcel 1:

The North 80 feet of Lots 1 and 2, Block 3, Seminole Park Subdivision, according to the Plat thereof as recorded in Plat Book 10, Page 11, Public Records of St. Lucie County, Florida.

Parcel 2:
Lots 1 and 2, Block 3, Seminole Park Subdivision, according to the Plat thereof as recorded in Plat Book 10, Page 11, Public Records of St. Lucie County, Florida.

Property Appraiser's Parcel Identification Number 2419-601-0039-000/9 (the "Property"), vested in Karen Gelety, whose post office address is: 2507 Lazy Hammock Lane, Fort Pierce, Florida 34981 (the "Beneficiary" or Beneficiaries") by operation of law as of the date of the decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court for St. Lucie County, Florida, Probate Division, in File No. 2013-CP-000876, subject to the rights of the personal representative under Sections 733.607 and 733.608 of the Florida Probate Code to:

1. Take possession or control of the Property, or
2. To use, sell, encumber or otherwise exercise control over the Property:
   a. For the payment of devises, family allowance, elective share, estate and inheritance taxes, claims, charges, and expenses of the administration and obligations of the decedent's estate;
   b. To enforce contribution and equalize advancement;
   c. For distribution.

Having determined that the Property is not needed for any of the foregoing purposes, except distribution, and that the Property should be release and distributed to the Beneficiary or Beneficiaries, the personal representative, hereby releases the Property from all rights and powers of the personal representative and acknowledges that the Property is vested in Karen Gelety free of all rights of the personal representative.

CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY

St. Lucie County File Date: 07/24/2014 12:00 AM

IN WITNESS WHEREOF, the undersigned, as personal representative of the estate of the decedent, has executed this instrument on: July 16th, 2014.

Executed in the presence of:

Jenny Blecker
Witness Signature

Jenny Blecker
(Print Witness Name)

Trudy A Russo
Witness Signature

TRUDY G. RUSSO
(Print Witness Name)

Karen Gelety
Karen Gelety
As Personal Representative of the Estate of
Michael D. Gelety, deceased.

STATE OF: FLORIDA)
)
COUNTY OF: ST. LUCIE)

The foregoing instrument was acknowledged before me on July 16th, 2014, by Karen Gelety, as personal representative of the estate of Michael D. Gelety, deceased, who is personally known to me ✓ or who produced; _____ as identification.

(Affix Notarial Seal)

BRENDA L. HADDEN
Notary Public - State of Florida
My Comm. Expires May 5, 2018
Commission # FF 102119

Brenda L Hadden
Notary Public, State of Florida

My Commission Expires: 5-5-18
My Commission Number is: FF 102119

This instrument prepared by:

Ronald M. Rowars, Esquire
Attorney for Personal Representative
1908 SE Port St. Lucie Boulevard
Port St. Lucie, Florida 34952
(772) 337-1146

P-5.0600 2of 2
#4

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL.
JOSEPH E. SMITH, CLERK
By: _____ Deputy Clerk
Date: FEB 20 2018

CLERK OF THE CIRCUIT COURT ST. LUCIE COUNTY

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3978946 OR BOOK 3656 PAGE 725, Recorded 07/25/2014 at 10:01

St. Lucie County File Date: 07/24/2014 12:00 AM

Filing # 16285931 Electronically Filed 07/24/2014 10:12:37 AM

PERSONAL REPRESENTATIVE'S RELEASE AND CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY

(single individual personal representative)

The undersigned, Karen Gelety whose post office address is: 2507 Lazy Hammock Lane, Fort Pierce, Florida, 34981, as personal representative of the estate of Michael D. Gelety deceased, hereby acknowledges that title to the real property located in St. Lucie County, Florida, owned by the decedent the time of death, described as follows:

Lot 4, Block 3, Seminole Park Subdivision, according to the Plat thereof recorded in Plat Book 10, page 11, of the Public Records of St. Lucie County, Florida.

Property Appraiser's Parcel Identification Number 2419-601-0042-000/3 (the "Property"), vested in Karen Gelety, whose post office address is: 2507 Lazy Hammock Lane, Fort Pierce, Florida 34981 (the "Beneficiary" or Beneficiaries") by operation of law as of the date of the decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court for St. Lucie County, Florida, Probate Division, in File No. 2013-CP-000876, subject to the rights of the personal representative under Sections 733.607 and 733.608 of the Florida Probate Code to:

1. Take possession or control of the Property, or
2. To use, sell, encumber or otherwise exercise control over the Property:
   a. For the payment of devises, family allowance, elective share, estate and inheritance taxes, claims, charges, and expenses of the administration and obligations of the decedent's estate;
   b. To enforce contribution and equalize advancement;
   c. For distribution.

Having determined that the Property is not needed for any of the foregoing purposes, except distribution, and that the Property should be release and distributed to the Beneficiary or Beneficiaries, the personal representative, hereby releases the Property from all rights and powers of the personal representative and acknowledges that the Property is vested in Karen Gelety free of all rights of the personal representative.

St. Lucie County File Date: 07/24/2014 12:00 AM

IN WITNESS WHEREOF, the undersigned, as personal representative of the estate of the decedent, has executed this instrument on: July 16th, 2014.

Executed in the presence of:

Jenny Blecker
Witness Signature

Jenny Blecker
(Print Witness Name)

Trudy S. Russo
Witness Signature

TRUDY S. RUSSO
(Print Witness Name)

Karen Gelety
Karen Gelety
As Personal Representative of the Estate of
Michael D. Gelety, deceased.

STATE OF: FLORIDA)
)
COUNTY OF: ST. LUCIE)

The foregoing instrument was acknowledged before me on July 16th, 2014, by Karen Gelety, as personal representative of the estate of Michael D. Gelety, deceased, who is personally known to me ✓ or who produced; _____ as identification.

(Affix Notarial Seal)

BRENDA L. HADDEN
Notary Public - State of Florida
My Comm. Expires May 5, 2018
Commission # FF 102119

Brenda L Hadden
Notary Public, State of Florida

My Commission Expires: 5-5-18

My Commission Number is: FF 102 119

This instrument prepared by:

Ronald M. Rowars, Esquire
Attorney for Personal Representative
1908 SE Port St. Lucie Boulevard
Port St. Lucie, Florida 34952
(772) 337-1146

P-5.0600 2of 2
#4

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE
ORIGINAL.
JOSEPH E. SMITH, CLERK
By: _____ Deputy Clerk
Date: FEB 20 2018

CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3978958 OR BOOK 3656 PAGE 751, Recorded 07/25/2014 at 10:34

St. Lucie County File Date: 07/24/2014 12:00 AM

Filing # 16285931 Electronically Filed 07/24/2014 10:12:37 AM

PERSONAL REPRESENTATIVE'S RELEASE AND CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY

(single individual personal representative)

The undersigned, Karen Gelety whose post office address is: 2507 Lazy Hammock Lane, Fort Pierce, Florida, 34981, as personal representative of the estate of Michael D. Gelety deceased, hereby acknowledges that title to the real property located in St. Lucie County, Florida, owned by the decedent the time of death, described as follows:

Lot 3, Block 3, Seminole Park Subdivision, according to the Plat thereof recorded in Plat Book 10, page 11, of the Public Records of St. Lucie County, Florida.

Property Appraiser's Parcel Identification Number 2419-601-0041-000/6 (the "Property"), vested in Karen Gelety, whose post office address is: 2507 Lazy Hammock Lane, Fort Pierce, Florida 34981 (the "Beneficiary" or Beneficiaries") by operation of law as of the date of the decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court for St. Lucie County, Florida, Probate Division, in File No. 2013-CP-000876, subject to the rights of the personal representative under Sections 733.607 and 733.608 of the Florida Probate Code to:

1. Take possession or control of the Property, or
2. To use, sell, encumber or otherwise exercise control over the Property:
   a. For the payment of devises, family allowance, elective share, estate and inheritance taxes, claims, charges, and expenses of the administration and obligations of the decedent's estate;
   b. To enforce contribution and equalize advancement;
   c. For distribution.

Having determined that the Property is not needed for any of the foregoing purposes, except distribution, and that the Property should be release and distributed to the Beneficiary or Beneficiaries, the personal representative, hereby releases the Property from all rights and powers of the personal representative and acknowledges that the Property is vested in Karen Gelety free of all rights of the personal representative.



St. Lucie County File Date: 07/24/2014 12:00 AM

IN WITNESS WHEREOF, the undersigned, as personal representative of the estate of the decedent, has executed this instrument on: July 16th, 2014.

Executed in the presence of:

Jenny Bleecker
Witness Signature

Jenny Bleecker
(Print Witness Name)

Trudy A Russo
Witness Signature

TRUDY G. RUSSO
(Print Witness Name)

Karen Gelety
Karen Gelety
As Personal Representative of the Estate of
Michael D. Gelety, deceased.

STATE OF: FLORIDA)
)
COUNTY OF: ST. LUCIE)

The foregoing instrument was acknowledged before me on July 16th, 2014, by Karen Gelety, as personal representative of the estate of Michael D. Gelety, deceased, who is personally known to me ✓ or who produced; _____ as identification.

(Affix Notarial Seal)

BRENDA L. HADDEN
Notary Public - State of Florida
My Comm. Expires May 5, 2018
Commission # FF 102119

Brenda L Hadden
Notary Public, State of Florida

My Commission Expires: 5-5-18

My Commission Number is: FF 102 119

This instrument prepared by:

Ronald M. Rowars, Esquire
Attorney for Personal Representative
1908 SE Port St. Lucie Boulevard
Port St. Lucie, Florida 34952
(772) 337-1146

P-5.0600 2of 2
#4

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE
ORIGINAL.
JOSEPH E. SMITH, CLERK
By: _____ Deputy Clerk
Date: FEB 20 2018

CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	2607 ROLYAT ST
Parcel ID:	2419-601-0041-000-6
Account #:	27514
Map ID:	24/19N
Use Type:	0100
Zoning:	CO
City/County:	Saint Lucie County

Ownership

Karen Gelety
2507 Lazy Hammock Ln
Fort Pierce, FL 34981

Legal Description

SEMINOLE PARK S/D BLK 3 LOT 3 (MAP 24/19N) (0.24 AC) (OR 3656-751)



Current Values

Just/Market Value:	$30,500
Assessed Value:	$21,417
Exemptions:	$0
Taxable Value:	$21,417

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	795
Gross Area (SF):	1,676
Land Size (acres):	0.24
Land Size (SF):	10,454.4

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	2609 ROLYAT ST
Parcel ID:	2419-601-0040-000-9
Account #:	27513
Map ID:	24/19N
Use Type:	0100
Zoning:	CG
City/County:	Saint Lucie County

Ownership

Karen Gelety
2507 Lazy Hammock Ln
Fort Pierce, FL 34981

Legal Description

SEMINOLE PARK S/D BLK 3 N 80 FT OF LOTS 1 AND 2 (MAP 24/19N) (0.24AC) (OR 1272-1922: 3656-749)

Current Values

Just/Market Value:
Assessed Value:
Exemptions:
Taxable Value:
Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF



Total Areas

Finished/Under Air (SF):	822
Gross Area (SF):	888
Land Size (acres):	0.24
Land Size (SF):	10,454.4

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:	5550 OKEECHOBEE RD
Parcel ID:	2419-601-0039-000-9
Account #:	27512
Map ID:	24/19N
Use Type:	2700
Zoning:	C3
City/County:	Fort Pierce

Ownership

Karen Gelety
2507 Lazy Hammock Ln
Fort Pierce, FL 34981

Legal Description

SEMINOLE PARK S/D BLK 3 LOTS 1 AND2 LYG NLY OF I-95 R/W-LESS N 80 FT- (0.41 AC) (MAP 24/19N) (OR 1272-1922: 3656-749)



Current Values

Just/Market Value:	$74,300
Assessed Value:	$74,300
Exemptions:	$0
Taxable Value:	$74,300

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	280
Gross Area (SF):	600
Land Size (acres):	0.41
Land Size (SF):	17,859.6

This information is believed to be correct at this time but it is subject to change and is not warranted.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address:
Parcel ID:
Account #:
Map ID:
Use Type:
Zoning:
City/County:



Ownership

,

Legal Description

Current Values

Just/Market Value:	$22,900
Assessed Value:	$17,050
Exemptions:	$0
Taxable Value:	$17,050

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	624
Gross Area (SF):	921
Land Size (acres):	0.24
Land Size (SF):	10,454.4

This information is believed to be correct at this time but it is subject to change and is not warranted.
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THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

RECEIVED
MAR 14 2018
CITY OF FORT PIERCE
PLANNING & ZONING

To : Brandon Creagan, Planner

From : John R. Andrews, P.E., City Engineer

Re : Starbucks Annexation & Rezoning – 5550 Okeechobee Road
TRC No. 18-02000001

Date : March 14, 2018

This is to advise you that we have completed the review of the following documents as received by this office on February 22, 2018:

- [x] Annexation & Rezoning Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval Annexation/Rezone
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/TST/tst

Q:\ENGINEERING\Site Development Projects\S\Starbucks\Annexation\Submittal No. 1 - 030218\Annexation Approval - 031418.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

TECHNICAL REVIEW COMMITTEE (TRC) COMMENTS FORM

FROM : Paul Thomas, CBO, CFM, Building Official

RE : 2609, 2906,&2605 Rolyat St. – Annex. & Zoning Atlas Map. Amd. – BHT Properties (BC)

DATE : March 15, 2018

The proposed may trigger the following Code requirements:

1. Change address to reflect 2607 Rolyat St., parcel #2419-601-0040-0009
2. Unity of title?

PT/km

Project: **STARBUCKS ANNEXATION AND ZONING CHANGE**

Subject: Review Comments
To: Brandon Creagan
From: Rod Reed, County Surveyor
PW-Engineering Division
Date March 12, 2018

All comments are based on the Standards of Practice per 5J-17.050 thru 5J-17.052

SURVEY:

1) Please add this statement to your survey report. All measurements are in accordance with the United States standard, in feet.
2) In the survey report please provide the last day of data acquisition.
3) In the survey report add the following: Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
4) Are the bearings assumed?
5) In the survey report please add and describe the originating benchmark that was used for the elevations.
6) Please add St. Lucie County to the "Prepared For" use.
7) "Advisory Comment" Please file certified corner records within 90 days of the survey.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

TO: Brandon Creagan, LEED Green Associate, Planner

THROUGH: Mayte Santamaria, AICP, Assistant Director

FROM: Kori Benton, Senior Planner

DATE: March 12, 2018

SUBJECT: Annexation & Zoning Atlas Map Amendment – Okeechobee Properties LLC
2609, 2906, & 2605 Rolyat Street

Background

The St. Lucie County Planning & Development Services Department has completed a review of the March 1st, 2018 distribution of TECHNICAL REVIEW PROJECT# 18-02000001.

The applicant is requesting Voluntary Annexation with a concurrent Zoning Atlas Amendment for adjoining parcels located at 2609, 2906, & 2605 Rolyat Street. The combined site is .73 acres, with one (1) parcel currently within the CG, Commercial General District, and remaining two (2) parcels within the CO, Commercial Office district. All three parcels have a COM, Commercial Future Land Use.

The Parcel IDs for the lots are 2419-601-0040-000-9, 2419-601-0041-000-6, & 2419-601-0042-000-3.

Review Comments

1) Please revise Page 2 of the Zoning Atlas Amendment Application, subsection 11. I. Site Data, to reflect the current zoning classification of CO, Commercial Office (SLC). Additionally, as Survey of the property has been completed, please update the site data to reflect a total acreage of .73 acres, per the sketch & legal.

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	residential	COFP - Commercial	COFP - C-3
South	Okeechobee Road	Okeechobee Road	Okeechobee Road
East	Vacant	COFP - Commercial	COFP - C-3
West	Vacant	COFP - Commercial	COFP - C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	SLC - Com	SLC - CN		.89	
Proposed	COFP - Com	COFP - C-3		.89	N/A

2) Please revise the Development Program to reflect shared access with the "Chick-fil-a" development to the west.

Development Program:

The three properties subject to this request will be combined with the adjacent property to the south which is already within the City limits and faces directly on Okeechobee Road. The development program is to create a fast food retail facility with its associated parking and drive-through on the total 1.094 acres. Entry would be off Rolyat Street (meeting all FDOT and engineering criteria) and have a connection through to the Chick-filet on the west side allowing for commercial connectivity off of Okeechobee Road between Rolyat Street and South Jenkins Road.

3) The applicant is encouraged to preserve and incorporate the native (oak & pine) trees existing within the development plan, where feasible. The City of Fort Pierce offers notable offsets and incentives for such retention and presentation.
4) The properties situated to the north, east, and northeast, are within the CO, Commercial Office District, however many remain occupied with single-family residences. A neighborhood meeting may be considered to present the detail and scope of the proposal to adjacent residents.

Please contact Kori Benton at 772-462-2518 if you have any questions or would like to discuss the presented comments.

FPUA Comments

Annexation & Zoning Atlas Map Amendment –Okeechobee Road Properties – 2609, 2906, &2605 Rolyat Street

- W/WW Engineering: Water and Wastewater is available for this site. Please contact James Carnes, P.E. with FPUA W/WW Engineering @ 772-466-1600 x3472 for information.
- Electric & Gas Engineering: Electric is available. Please contact Sal Scimeca for Details (772)466-1600x6957. Gas is available. Please contact Ana Johnson (772)466-1600x6628



THE SUNRISE CITY
FORT PIERCE
Florida

Annexation
2605, 2607, & 2609 Rolyat Street
Site Map

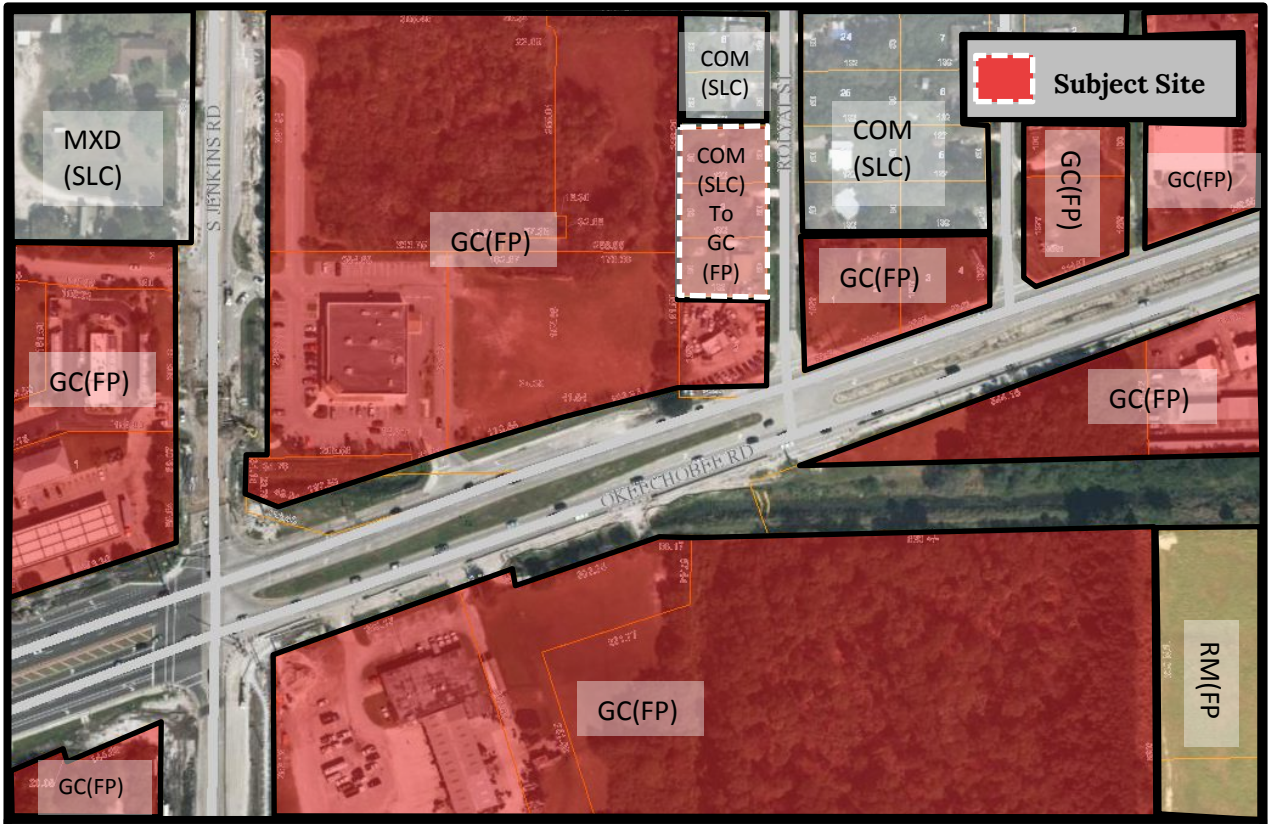
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THE SUNRISE CITY FORT PIERCE Florida

Annexation
2605, 2607, & 2609 Rolyat Street
Zoning Map

N W E S



THE SUNRISE CITY FORT PIERCE Florida

Annexation
2605, 2607, & 2609 Rolyat Street
Future Land Use

N W E S

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	1991969	ANNEX ROLYAT STREET	

Pub Dates
April 26, 2018
May 3, 2018

Sworn to and subscribed before me this day of, May 03, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Doctor says Trump wrote glowing 2015 health letter

Doug Stanglin and Christal Hayes
USA TODAY

Harold Bornstein, who was Donald Trump's personal doctor for decades, acknowledges that his over-the-top statement about Trump's health in 2015 was not written by him – but by the then-presidential candidate.

Bornstein's admission to CNN on Tuesday came as he also said publicly for the first time to NBC News that Trump's one-time bodyguard and two others "raided" his office in New York last year and took all his medical files on the president.

It was a sudden return to public view for the New York doctor, notable for his shoulder-length hair and round eyeglasses, who first surfaced in December 2015 with his hyperbolic description of Trump's health during the presidential campaign.

Among the key passages in a letter Bornstein provided the news media three years ago: "His physical strength and stamina are extraordinary. If elected, Mr. Trump, I can state unequivocally, will be the healthiest individual ever elected to the presidency."

At the time, Bornstein told reporters that he wrote the letter hastily while treating patients but made it clear he was the author.

The letter did not include a lot of medical information on the candidate beyond noting Trump's blood pressure of 110/65, described by Bornstein as "astonishingly excellent." It claimed Trump had lost 15 pounds over the preceding year. And it described his cardiovascular health as "excellent."

In his remarks to NBC News regarding his confiscated files, Bornstein said he felt "raped, frightened and sad" as three "large men" came into his New York office to collect the president's files in February 2017, causing "chaos" in the medical office.

Bornstein said the three men included Alan Garten, a top lawyer at the Trump organization who serves as its chief legal officer, and former



Dr. Harold Bornstein

Trump bodyguard Keith Schiller, who at the time was serving as the White House's director of Oval Office operations. (Schiller resigned from his post in September.)

A third unidentified man accompanied the men, Bornstein told NBC.

Along with taking the records, Bornstein said the men asked for him to remove a framed photo he had with Trump, which was hanging in the waiting room of his office.

Bornstein claims he wasn't given a form authorizing the release of the records and called it a "raid." He said they took the only copies of Trump's charts and also records of visits when the president would use a pseudonym, NBC reported.

The White House confirmed Tuesday that its medical unit "took possession of the president's medical records." White House press secretary Sarah Huckabee Sanders called it "standard operating procedure."

Bornstein said the incident happened two days after a story was published in The New York Times, in which he admitted to prescribing Trump a hair-growth treatment. After the story ran, Trump cut ties with him and with that, his aspirations of becoming the president's White House physician were dead.

"I couldn't believe anybody was making a big deal out of a drug to grow his hair that seemed to be so important," Bornstein told NBC. "And it certainly was not a breach of medical trust to tell somebody they take Propecia to grow their hair. What's the matter with that?"

He said he decided to speak out after seeing the accusations about Ronny Jackson, who was Trump's physician at the White House and former nominee to head the Department of Veterans Affairs.

Jackson later withdrew from consideration after a barrage of criticism, first about his qualifications to lead the agency, then about his conduct as a doctor.

'Stand for the Second' walkouts done by pro-gun students

Christal Hayes
USA TODAY



Students and honor guard members stand Wednesday next to the flagpole outside Grand Ledge High School in Michigan for a walkout in support of the Second Amendment.
RJ WOLCOTT/LANSING STATE JOURNAL

Students at schools across the country walked out of classrooms Wednesday to show their support for the Second Amendment.

The rallies, dubbed "Stand for the Second," were started by New Mexico high schooler Will Riley to show that not every young person is on board with the gun-control movement created after the Valentine's Day high school shooting in Florida.

Organizers say events were scheduled in about 40 states. Students, many wearing T-shirts that read "Stand for the 2nd Walkout" or holding signs, walked out of their classes at 10 a.m. local time.

Riley, 18, a senior at Carlsbad High School, said he planned the events because of the nationwide student gun protests that dominated news coverage in the aftermath of the shooting at Marjory Stoneman Douglas High School in Parkland, Florida.

"I'm watching the news and I see they're saying, 'We have to do something about this. We have to enact some sort of gun control legislation because this is what the kids are asking for.' And I'm thinking, 'I'm not asking for that,' " Riley said. "I look at my friends and I think 'They're not asking for that.' "

Riley said he wanted to give a voice to people "who feel that they're being misrepresented by the media."

In Michigan, about 100 students walked out of Grand Ledge High School and gathered around a flagpole in front of the school.

Senior Zach Bell used a megaphone to announce moments of silence for police and members of the armed services. He then explained how important the Second Amendment is for protecting individuals and others.

"We are for your rights," Walters told students. "You guys are the next line of defense, think about what rights we have and how you can defend them."

Hunter Barnes, 16, a sophomore, believes the right to bear arms is vital to protect against those who would do harm.

"I believe we need weapons to protect from other weapons," Barnes said.

In Montana, North Carolina and New York, photos on social media showed dozens gathered outside schools with the U.S. flag, signs and banners supporting both President Donald Trump and the Second Amendment.

For the most part, Parkland students who are part of the core group that organized the #NeverAgain movement and March For Our Lives events stayed mum on social media about the events.

Ryan Deitsch, who survived the Florida mass shooting, posted on Twitter about planned rallies that lasted for 16 minutes – one minute less than the gun-control walkouts.

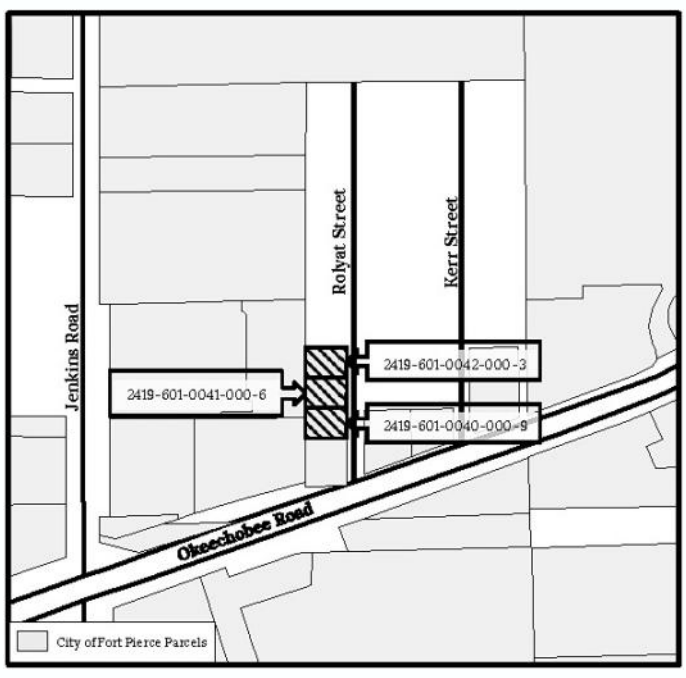
"Today's 10:00AM walkouts asked for 16 minutes in an attempt to ask for less than the 'anti-gun' student groups from previous walkouts," he wrote. "This forgets to mention the 17 minutes were for each fallen Eagle at Stoneman Douglas. They may have forgotten, but America will not."

He said he tries to stay understanding, but "this uphill fight" to take on gun control is sometimes "too much."

CITY OF FORT PIERCE
NOTICE OF ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 166.041 (3)(a) and 171.044 of Florida State Statutes, will on Monday, May 7th, 2018 and Monday, May 21st, 2018 hold Public Hearings on the enactment of the proposed ordinances on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE 18-012 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **2605, 2607, & 2609 ROLYAT STREET IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2018; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the meeting and be heard with respect to the Application for Annexation. Said application, a map which clearly shows the annexed area, a complete legal description by metes and bounds, and the Ordinance can be obtained in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
April 26, 2018
May 3, 2018

TCN-1991969

ST. LUCIE COUNTY PLANNING AND ZONING COMMISSION

PUBLIC HEARING AGENDA
Thursday, May 17, 2018

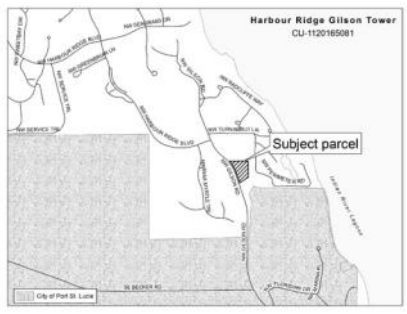
NOTICE OF PROPOSED CONDITIONAL USE PERMIT

The St. Lucie County Planning and Zoning Commission is scheduled to review and make recommendations regarding the following item petitioned by the applicant for adoption by the Board of County Commissioners of St. Lucie County, Florida, by Resolution.

RESOLUTION NO. TBD

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, FOR A CONDITIONAL USE PERMIT TO ALLOW A 100 FOOT TELECOMMUNICATION TOWER AND ASSOCIATED EQUIPMENT FOR THE PROJECT TO BE KNOWN AS HARBOUR RIDGE GILSON TOWER TO BE LOCATED WITHIN THE HARBOUR RIDGE PLANNED UNIT DEVELOPMENT ZONING DISTRICT ON CERTAIN PROPERTY SITUATED IN ST. LUCIE COUNTY, FLORIDA

APPLICANT/OWNER:	Vertex Development, LLC
FILE NUMBER:	CU 1120165081
PURPOSE:	To allow the construction of a 100 foot monopole telecommunication tower, and associated ground equipment located at the Harbour Ridge Maintenance Area on Gilson Road.
LOCATION:	13500 Gilson Road, Palm City, FL



The Planning and Zoning Commission PUBLIC HEARING on this item will be held in the Commission Chambers, Roger Poitras Annex, 3rd Floor, St. Lucie County Administration Building, 2300 Virginia Avenue, Fort Pierce, Florida on **Thursday, May 17, 2018 beginning at 6:00 P.M.** or as soon thereafter as possible.

All interested persons will be given an opportunity to be heard. Written comments received in advance of the public hearing will also be considered. Written comments to the Planning and Zoning Commission should be received by the Planning and Development Services Department - Planning Division at least 3 days prior to the scheduled hearing. The petition file is available for review at the Planning and Development Services Department – Planning Offices located at 2300 Virginia Avenue, 2nd Floor, Fort Pierce, Florida, during regular business hours. Please call (772)462-2822 or TDD (772)462-1428 if you have any questions or require additional information about this petition.

The St. Lucie County Planning and Zoning Commission has the power to review and recommend to the St. Lucie County Board of County Commissioners, for approval or disapproval, any applications within their area of responsibility.

The proceedings of the Planning and Zoning Commission are electronically recorded. **PURSUANT TO SECTION 286.0105, FLORIDA STATUTES,** if a person decides to appeal any decision made by the Planning and Zoning Commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings. For such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Upon the request of any party to the proceeding, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request. If it becomes necessary, a public hearing may be continued to a date certain.

Anyone with a disability requiring accommodation to attend this meeting should contact the St. Lucie County Risk Manager at least forty-eight (48) hours prior to the meeting at (772)462-1546 or T.D.D. (772)462-1428.

County Planning Division at (772) 462-2822.

PLANNING AND ZONING COMMISSION/
LOCAL PLANNING AGENCY
ST. LUCIE COUNTY, FLORIDA
/S/ WILLIAM O'DELL, CHAIRMAN

May 3, 2018

TCN-2002823

City Commission Regular Meeting **12.c.**

Meeting Date: 05/21/2018

Re: 18-013 BTR Increase

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 18-013 Increasing Business Tax Receipt Rates by 5 percent. FIRST READING

SUMMARY:

In accordance with Florida Statute 205.0535, in 2008 the City established an Equity Study Commission to review and recommend a revised classification system and rate structure for business taxes. This statute allowed for an initial 10% increase, with up to a 5% increase every other year thereafter if approved by a 4/5ths vote of the governing body.

Under Florida Statute 205.0535(4), “municipalities and counties may, every other year thereafter, increase or decrease by ordinance the rates of business taxes by up to 5 percent. An increase, however, may not be enacted by less than a majority plus one vote of the governing body. Nothing in this chapter shall be construed to prohibit a municipality or county from decreasing or repealing any business tax authorized under this chapter.”

At the March conference agenda, the Mayor and City Commission gave consensus that they would consider an ordinance to increase the annual rate of a business tax receipt.

RECOMMENDATION:

Adopt Ordinance 18-013.

ALTERNATIVES:

Do not adopt the ordinance or modify the rate of increase.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

An additional $12,935.00 is anticipated to be received as a result of the increase.

Attachments

18-013
Memo to Commission
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 04:55 PM

Form Started By: Linda Cox
Started On: 05/07/2018 01:24 PM
Final Approval Date: 05/15/2018

ORDINANCE NO. 18-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, BUSINESS TAX, SECTION 9-23 TO REMOVE THE COPY AND FILING REQUIREMENTS; AND SECTION 9-30, FEES, TO PROVIDE FOR A 5% INCREASE IN BUSINESS TAX FEES FOR BUSINESSES, PROFESSIONS, OR OCCUPATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 205.042 allows the governing body of an incorporated municipality to levy by resolution or ordinance, a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction; and

WHEREAS, under Florida Statutes Section 205.0535, by October 1, 2008 a municipality that has adopted by ordinance a local business tax after October 1, 1995, may reclassify and may establish new rate structures for businesses, professions, and occupations provided certain conditions are met under said statute; and

WHEREAS, an Equity Study Commission, as required by Florida Statutes Section 205.0535(2) was established by the City Commission; and the Equity Study Commission met on July 1, 2008, and by motion recommended a 10% initial increase in the business tax fee and then a 5% increase every 2 years thereafter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 9, Article II, Business Tax, Section 9-23, Information on receipt; number of copies; filing is hereby amended as follows:

Sec. 9-23. - Information on receipt~~; number of copies; filing~~.

Every receipt issued under this article shall state:

(1) The number.

(2) The name of the business and the owner.

(3) The location of the place of business.

(4) The amount of business tax paid.

(5) The date of issue and expiration.

(6) Any other data deemed pertinent.

~~The city clerk shall make two (2) copies of each receipt issued, and file one copy numerically, the second according to alphabetical arrangement by business name.~~

SECTION 2. Chapter 9, Article II, Business Tax, Section 9-30, Fees, is hereby amended as follows:

The amount which shall be paid by the several persons engaging in or managing their respective businesses, professions or occupations are hereby fixed as follows per annum, unless otherwise provided.

A

(1)	ABSTRACTORS of TITLE from PUBLIC RECORDS	~~127.34~~	133.71
(2)	ACCOUNTANTS or AUDITORS (CPA's) (Requires Dept. of Business and Professional Regulation License)	~~127.34~~	133.71
	ADULT LIVING FACILITY (See 158 - Nursing Homes)		
(3)	ADVERTISING:		
	a. Agency	~~63.67~~	66.85
	b. Billboards or sign boards, either by permanent signs thereon or paper pasted on or attached thereto	~~89.13~~	93.59
	c. Motor Vehicles, where charge is made by owners for attaching advertising matter on vehicle, per vehicle	~~25.47~~	26.74
	d. Publishing or distributing advertising bulletins or handbills, not connected with licensed business	~~63.67~~	66.85
(4)	AGENTS or AGENCIES:		
	a. Automobile (See 152 - Motor Vehicles)		
	b. Booking (entertainment, shows, etc.)	~~89.13~~	93.59
	c. Claims and collections other than bankers, lawyers, each	~~127.34~~	133.71
	d. Credit reporting and mercantile	~~127.34~~	133.71
	e. Employment	~~89.13~~	93.59
	f. Equipment	~~63.67~~	66.85
	g. Insurance (See 119 - Insurance)		
	h. Labor or emigration (See 128 - Labor or Emigrant Agent)		
	i. Modeling (Requires Dept. of Agriculture License)	~~63.67~~	66.85
	j. Private detective (See 75 - Detective)		
	k. Real Estate (See 188 - Real Estate Agency)		
	l. Rentals: appliances and equipment (See 190 - Rental Business)		
	m. Stevedoring company	~~127.34~~	133.71
	n. Talent Agency (Requires Dept. of Agriculture License)	~~127.34~~	133.71
	o. Trailers (See 152 - Motor Vehicles)		
	p. Unclassified and not otherwise specified	~~63.67~~	66.85
(5)	ALCOHOLIC BEVERAGE ESTABLISHMENTS (BAR) not doing business as a restaurant, shall be licensed for sale of snacks and cold drinks served in connection herewith. (See Chapter 3)	~~25.47~~	26.74
(6)	AMUSEMENT MACHINES (See 59 - Coin-Operated Machines)		
(7)	ANIMAL GROOMING	~~63.67~~	66.85
(8)	ANIMAL HOSPITAL (See 126 - Kennels; Veterinarian)		
	ANSWERING SERVICE (See 222 - Telephone Answering Service)		
	APPRAISER (See 188 - Real Estate Agency)		
(9)	ARCADES		
	a. Amusement Arcade - consisting of 3 - 49 devices	~~210.58~~	221.11
	b. Arcade Amusement Center - consisting of 50 or more devices	~~578.81~~	607.75
(10)	ARCHITECTS, each (Requires Dept. of Business and Professional Regulation License)	~~127.34~~	133.71
(11)	ARTISTS or ART STUDIOS or ART GALLERIES or ARTS & CRAFTS	~~31.84~~	33.43
	ASSISTED LIVING FACILITY (See 158 - Nursing Homes)		
	ATM'S (See 20 - Banks)		
(12)	ATTORNEYS AT LAW (Requires State Bar Card)	~~127.34~~	133.71
(13)	AUCTION SHOP (Requires Dept. of Business and Professional Regulations License)	~~127.34~~	133.71
(14)	AUCTIONEER (Regulations for conducting sales, etc. Chapter 9, Article III, Division 1, Sec. 9-46)	~~127.34~~	133.71

(15)	AUDITORS (See 2 - Accountants)		
(16)	AUTOMOBILES (See 152 - Motor Vehicles)		
(17)	AWNING AND TENT MAKING SHOP (See 141 - Manufacturers)		
	B		
(18)	BABY SITTING		
	a. Five (5) or less children, non-relatives	~~38.20~~	40.11
	b. More than five (5) children (See 51 - Child Care Centers)		
(19)	BAKERY (See 19 - Manufacturers)		
(20)	BANKS, state or national, trust companies, persons doing a banking business (Requires Dept. of Financial Services License)	~~254.68~~	267.41
	a. ATM's per location, excluding bank locations	~~127.34~~	133.71
	b. Credit Unions	~~254.68~~	267.41
(21)	BARBERSHOPS (Requires Dept. of Business and Professional Regulations License)		
	a. One chair	~~23.88~~	25.07
	b. Each additional chair	~~7.96~~	8.36
	BARS (See 5 - Alcoholic Beverage Establishments)		
(22)	BEAUTY COLLEGES (See 195 -Schools)		
(23)	BEAUTY SHOPS (Requires Dept. of Business and Professional Regulations License)		
	a. Hairdressers and manicurists, one operator	~~23.88~~	25.07
	b. Each additional operator	~~7.96~~	8.36
	c. Electrolysis	~~23.88~~	25.07
	d. Tanning Booths, each	~~31.84~~	33.43
	BED and BREAKFAST (See 149 - Motel and 42 - Cafes, Cafeterias and Restaurants)		
(24)	BEER PARLORS (See 5 - Alcoholic Beverage Establishments)		
(25)	BICYCLES, sales agency, rentals, and/or repairs	~~63.67~~	66.85
(26)	BILLIARDS or POOL TABLES, for profit, each table assembled	~~38.20~~	40.11
(27)	RESERVED		
(28)	BOATS:		
	a. Builder (See 141 - Manufacturers)		
	b. Charter boats, bottom fishing boats, sightseeing boats (Fees and regulations, Sec. 9-1)	~~44.57~~	46.80
	c. For Hire or Rent: canoe, row boat, motorboat, inboard or outboard motor (except as provided in Sec. 9-1), each boat	~~7.64~~	8.02
	d. Boat Repair (See138 - Machine and Repair Shop)		
	e. Boat Sales	~~127.34~~	133.71
(29)	BONDS, CRIMINAL or BAIL, securing or furnishing for pay (Requires Dept. of Financial Service License)		
	a. Each agency, local or otherwise	~~127.34~~	133.71
	b. Each company	~~7.64~~	8.02
(30)	BOOKKEEPING SERVICE, manual or computerized	~~63.67~~	66.85
(31)	BOOKS AND STATIONERY (See 145 - Merchants)		
(32)	BOOTBLACK STANDS (Location designated by City Planner)	~~12.77~~	13.41
(33)	BOTTLING WORKS or CARBONATED BEVERAGES:		
	a. Including one delivery truck	~~79.59~~	83.57
	b. Each additional truck	~~39.81~~	41.80
	c. Wholesale distributors (See 141 - Manufacturers)		
(34)	BOWLING ALLEYS	~~38.20~~	40.11
(35)	BROADCASTING STATIONS	~~89.13~~	93.59
(36)	BROKERS:		

	a.	Commodities-includes gold and silver (Requires Dept. of Revenue License)	~~382.02~~	401.12
	b.	Insurance (Requires Florida Dept. of Insurance License)	~~127.34~~	133.71
	c.	Lumber and lumber products	~~127.34~~	133.71
	d.	Merchandise	~~127.34~~	133.71
	e.	Mortgages or loans	~~127.34~~	133.71
	f.	Not otherwise specified	~~127.34~~	133.71
	g.	Produce, dealing in fruits and vegetables	~~191.01~~	200.56
	h.	Produce, dealing in fruits or vegetables	~~127.34~~	133.71
	i.	Stocks and bonds	~~127.34~~	133.71
(37)	BUILDERS (See 67 - Contractors)			
(38)	BUILDING and LOAN ASSOCIATIONS (See 20 - Banks)			
(39)	BUSINESS SCHOOLS (See 195 - Schools)			
	BUY HERE PAY HERE FINANCING (See 148 Money Brokers/Lenders)			
	C			
(40)	CABINET SHOPS (See 141 - Manufacturers)			
(41)	CABLE TELEVISION SALES OFFICE		~~89.13~~	93.59
(42)	CAFES, CAFETERIAS, and RESTAURANTS (Requires Dept. of Business and Professional Regulation License)			
	a.	Minimum - 10 seats or less	~~15.92~~	16.72
	b.	First 25 Seats, per Seat (25 = $40.00)	~~1.60~~	1.68
	c.	Over 25 Seats, per Seat	~~0.80~~	0.84
	CAMPGROUNDS (See 229 -Trailer or Auto Camps)			
(43)	CANNING (See 141 - Manufacturers)			
	CANOE RENTALS (See 28 - Boats)			
(44)	CAR WASH, self service, automatic, mobile and detailing		~~89.13~~	93.59
	CARPET INSTALLERS (See 236 - Unclassified)			
(45)	RESERVED			
(46)	CARTOONISTS (See 11 - Artists)			
(47)	CATERING, furnishing food and service for social affairs (Requires Dept. of Business and Professional Regulation License)		~~89.13~~	93.59
(48)	CEMENT BLOCKS (See 141 - Manufacturers and/or 232 - Truck and Vehicles)			
(49)	CEMETERIES, operated for profit		~~127.34~~	133.71
(50)	CHECK CASHING (Requires Dept. of Financial Service License)		~~191.01~~	200.56
(51)	CHILD CARE CENTERS, more than five (5)children, non-relatives. See Florida Statutes § 402.301 (Requires Fl. Dept. of Children & Families Certificate)		~~63.67~~	66.85
(52)	CHIROPODISTS, each (Requires Dept. of Health License)		~~127.34~~	133.71
(53)	CHIROPRACTORS, each (Requires Dept. of Health License)		~~127.34~~	133.71
(54)	RESERVED			
(55)	RESERVED			
(56)	CITRUS FRUIT SHIPPERS, places where orders for fruit are taken and are filled or shipped (excluding packing houses), novelty items may be sold.		~~63.67~~	66.85
(57)	CIVIL ENGINEER (See 83 - Engineers)			
	CLAIRVOYANT (See 98 - Fortuneteller, Palmist and Clairvoyant)			
(58)	CLEANING SERVICE, carpet, janitor, maid, window, house, mobile homes (for automobiles, see Car Wash)		~~31.84~~	33.43
	CLINIC (See 112 - Hospitals, Sanitariums)			
(59)	COIN-OPERATED MACHINES or DEVICES			
	a.	Operator (See Sec. 9-135)	~~63.67~~	66.85
	b.	Automatic music machines (See Sec. 9-131 et. seq)	~~6.37~~	6.69

	c.	Automatic skill and amusement machines (See Sec. 9-131 et. seq) no more than 2 machines	~~6.37~~	6.69
	d.	Game room	~~89.13~~	93.59
	e.	Radio or Television, per unit	~~3.18~~	3.34
	f.	Vending machines, except cigarette and postage stamp machines, the owners of which shall furnish to the city clerk a complete list of the locations and type of each vending machine	~~6.37~~	6.69
	g.	Weighing machines, each	~~7.96~~	8.36
	h.	Transfer coin-operated license sticker from machine to machine.	~~1.28~~	1.34
	i.	Pool table-not coin operated. (See Billiards or Pool Tables) (Where the machine in "f" is a newspaper vending machine, or where the entire receipts from machines in "f" and "g" are used for charitable purposes only, including the purposes of churches and nonprofit organizations, which organization is a local organization and it maintains such machines on its premises, the license and transfer fee per machine shall be exempt upon application and filing of a list of the locations and type of vending machine on the premises with the city clerk.)		
(60)		COLD DRINKS, CANDIES, MILK, ICE CREAM, CRACKERS, WRAPPED SANDWICHES, BREAD, PASTRIES and SNACKS. ex: bar with snacks		
	a.	In addition to another license (Requires Dept. of Agriculture License)	~~25.47~~	26.74
(61)		COLLECTION AGENCY (See 4 - Agents or Agencies)		
(62)		COMPUTER SERVICE/INTERNET SALES	~~89.13~~	93.59
	a.	Computer programming	~~127.34~~	133.71
	b.	Writing computer software	~~191.01~~	200.56
	c.	Repair	~~89.13~~	93.59
(63)		RESERVED		
(64)		CONCRETE MIXER TRUCKS, each truck (also See 141 - Manufacturers)	~~63.67~~	66.85
(65)		CONSULTANTS, bonds, business, computer, et al.	~~127.34~~	133.71
(66)		CONSULTING ENGINEER. (See 83 - Engineers)		
(67)		CONTRACTORS, general or specialty (Requires Dept. of Business and Professional Regulation License) (See also: 80 - Electrical, 103 - Gas; 179 - Plumbing) Must present city competency card, Sec. 5-36	~~127.34~~	133.71
(67.5)		COUNSELORS (See 184 - Professions)		
(68)		CREDIT BUREAUS, persons or agents thereof, operating within the city supplying information or collecting accounts for members or others	~~127.34~~	133.71
(69)		COURT REPORTERS	~~127.34~~	133.71
		CPA (See 2 - Accountant)		
		CREMATIONS (Pet only - See 236 - Unclassified)		
		D		
(69.5)		DAIRY PRODUCTS & DISTRIBUTORS (See 146 - Milk)		
(70)		DANCE HALL	~~127.34~~	133.71
(71)		DANCING SCHOOLS or DANCING INSTRUCTION (See 195 - Schools)		
(72)		RESERVED		
(73)		DELICATESSAN and/or TAKE OUT SERVICE (Requires Dept. of Business and Professional Regulation License)	~~23.88~~	25.07
		DENTAL LABORATORIES (See 129 - Laboratories)		
(74)		DENTISTS, each (Requires Dept. of Health License)	~~127.34~~	133.71

(75)	DETECTIVE, private (Must be duly licensed by the state prior to the issuance of a business tax and said state license must be in full force and effect and upon revocation or suspension of the state license, the city business tax will terminate.)	~~127.34~~	133.71
(76)	DIRECTORY, public, for profit	~~63.67~~	66.85
	DISTRIBUTORS (See 208 - Storage, 232 - Trucks, and/or 145 - Merchant; wholesale)		
	DOJO (See 195 - Schools, Martial Arts)		
(77)	DRAFTSMEN, DRAFTING ENGINEERS (See 83 - Engineers)		
	DRILLING (See 249 - Well Drillers)		
(78)	DRIVE-INS (See 42 - Cafes and Cafeterias; Theaters)		
(79)	DRY CLEANERS	~~63.67~~	66.85
	a. Each pick up station	~~12.74~~	13.38
	E		
(80)	ELECTRICAL CONTRACTORS (Requires Dept. of Business and Professional Regulation License)	~~127.34~~	133.71
(81)	ELECTRICAL LIGHT or POWER COMPANIES, furnishing light and power in the city (By authority of City Commission only)		
(82)	ELECTROLYSIS (See 23 - Beauty Shops)		
	EMPLOYMENT (See 4 - Agents or Agencies)		
(83)	ENGINEERS (Requires Dept. of Business and Professional Regulation License)	~~127.34~~	133.71
(84)	ENGRAVERS, Photo each	~~127.34~~	133.71
	EQUIPMENT (See 4 - Agents or Agencies)		
	EVENT PLANNER (See 236 - Unclassified)		
(85)	EXERCISE CLUBS and CLINICS (See 111 - Health Studios)		
(86)	RESERVED		
(87)	EXPRESS COMPANIES	~~254.68~~	267.41
(88)	EXTERMINATORS: (Requires Dept. of Business and Professional Regulation License)		
	a. Including one truck	~~63.67~~	66.85
	b. Each additional truck	~~31.84~~	33.43
	F		
(89)	FILLING STATION:		
	a. One gasoline nozzle installed	~~55.72~~	58.51
	b. Each additional nozzle (or each grade of gasoline) installed. Accessories incidental to such business permitted without extra charge (See Sec. 9-321 et. seq.) Requires Dept. of Environmental Protection License	~~7.96~~	8.36
(90)	FINANCE COMPANIES (See 148 - Money Lenders)		
(91)	FIRE and BANKRUPT SALES, etc.		
	a. For stock less than $5,000.00 value	~~318.35~~	334.27
	b. For each additional $1,000.00 value	~~31.84~~	33.43
	(For requirement of affidavit of stock, See Sec. 9-22)		
(92)	RESERVED		
(93)	FISH MARKET: (Requires Dept. of Agriculture License - Seafood Dealer's License Tax - Florida Statutes Chapter 370)		
	a. Retail	~~63.67~~	66.85
	b. Wholesale	~~127.34~~	133.71
(94)	FISH PEDDLER (Requires ~~Dept. of Agriculture License~~ Florida Fish and Wildlife License (Peddlers and Markets)	~~63.67~~	66.85
(95)	FISHING, salt water (See 28 - Boats)		
(96)	FLEA MARKET (See Sec. 9-176 et seq)	~~254.68~~	267.41

	a. Tenant of the flea market operating a stall, unit, section space or booth	~~19.11~~	20.07
	FLOORING, INSTALLERS (See 236 - Unclassified; includes laminate, vinyl, carpet, concrete polishing)		
(97)	FLORIST SHOP (See 145 - Merchants)		
(98)	FORTUNETELLER, PALMIST & CLAIRVOYANT, etc.	~~191.01~~	200.56
(99)	FRUIT PACKING HOUSES (See 163 - Packinghouse and/ or 36 -Brokers)		
(100)	FUNERAL HOME (Requires Dept. of Business and Professional Regulation License)	~~127.34~~	133.71
	FURNITURE (See 190 - Rental Business or Merchants)		
	G		
(101)	GARAGES (See 138 - Machine and Repair Shop)		
(102)	GARBAGE HAULING, for profit. (By authority of City Commission only.) Regulatory provisions see Chapter 16		
(103)	GAS: (Requires Dept. of Agriculture License)		
	a. Contractors, installing containers, piping, fixtures and appliances:		
	1 Not connected with other business	~~127.34~~	133.71
	2 When connected with other business	~~76.41~~	80.23
	(Not transferable. Liquefied petroleum gas contractors must present state license with application. All applicants must be approved by contractor licensing board as provided in Sec. 8-24)		
	b. Distributors:		
	1 Not connected with other business.	~~127.34~~	133.71
	2 When connected with other business. Not transferable. (Must present state license with application. Must be approved by contractor licensing board as provided in Sec. 8-24)	~~101.87~~	106.96
(104)	GASOLINE, retail (See 89 - Filling Stations)		
	a. Jobbing or wholesale	~~286.51~~	300.84
(105)	GOLD, SILVER and NICKEL PLATING (See 141 - Manufacturers)		
(106)	GOLF:		
	a. Driving ranges or practice courses	~~63.67~~	66.85
	b. Miniature	~~63.67~~	66.85
(107)	GREASE and OIL SALVAGE COLLECTION (Requires Dept. of Agriculture License)	~~127.34~~	133.71
	GROOMERS (See 7 - Animal Grooming)		
(108)	RESERVED		
	GYM (See 111 - Health Studios)		
(109)	RESERVED		
	H		
(110)	HANDYMAN (Household Repairs not requiring a permit; must comply with Lawn Service Notice Sec. 16-27)	~~63.67~~	66.85
(111)	HEALTH STUDIOS (See Florida Statutes Chapter ~~501.015~~ 501.012-501.019) (Requires Dept. of Agriculture License)	~~89.13~~	93.59
	HOME INSPECTORS (See 184 - Professions)		
	HOMEMAKER & COMPANION SERVICES PROVIDER (See 236 Unclassified)		
(112)	HOSPITALS, SANITARIUMS, other like institutions operated for profit	~~127.34~~	133.71
	a. Home Health Care Services	~~127.34~~	133.71
	b. Medical Clinics, Offices, etc.	~~127.34~~	133.71
(113)	HOTELS		
	(Requires Dept. of Business and Professional Regulation License - Florida Statutes § 509.271)		
	a. Five (5) rooms or less	no charge	

	b.	Six (6) rooms	~~15.92~~	16.72
	c.	Each additional room	~~0.80~~	0.84
		(Business tax must be taken on all rooms whether used or unused. If operated under European plan, must take restaurant license in addition.)		
(114)		HOUSE MOVERS (Must submit City Competency Card) (Permit must be obtained from City Manager before moving house on or across street. Must furnish bond, acceptable to director of finance in amount of $1000.00)	~~89.13~~	93.59
(115)		RESERVED		
		I		
(116)		ICE:		
	a.	Delivery	~~25.47~~	26.74
	b.	Factories and plants. (See 141 - Manufacturers)		
	c.	Sales station (wholesale or retail) Does not include delivery from truck	~~25.47~~	26.74
(117)		ICE CREAM: (Requires Dept. of Agriculture or DPBR License)		
	a.	Manufacturers, wholesale and retail:		
	1	Including one truck	~~79.59~~	83.57
	2	Each additional truck	~~39.81~~	41.80
	b.	Parlor of soda fountain		
	1	Not connected with other business	~~38.20~~	40.11
	2	When connected with other business.	~~25.47~~	26.74
		(If plate lunches or hot food is served, a restaurant license is also required. See 42 - Cafes, Cafeterias and Restaurants)		
(118)		ICE CREAM PEDDLERS: (Requires Dept. of Agriculture or DBPR License)		
	a.	Each vehicle	~~127.34~~	133.71
		(It shall be unlawful for any person to engage in or manage the business of vending, hawking, peddling, selling or offering for sale at retail to consumers upon any public street, alley, public place or highway within the city from any vehicle driven by power or otherwise, any ice cream, until he has first obtained a certificate of approval from the health officer of the county, and been issued a receipt by the City Clerk)		
(118.5)		IMPORT / EXPORT (See 145 - Merchant)		
(119)		INSURANCE, AGENTS, ADJUSTERS, COMPANIES: (Requires Florida Dept. of Insurance)		66.85
	~~a.~~	~~Adjusters~~	~~25.47~~	
	~~b.~~	~~Agency: Any person who represents or otherwise acts as an agent for an insurance company as defined in (d) herein, or who operates and maintains an office or place of business in the city shall be deemed to constitute and operate an insurance agency:~~		
	~~1~~	~~Permitting operation of only one person~~	~~7.64~~	
	~~2~~	~~Each additional person (solicitor, salesman) taking application for, negotiating, effecting or collecting premiums. (Each insurance company represented must first take out a receipt as in (d) herein for such company) Receipt or permit must be displayed by each insurance agency showing receipt paid for each company represented.)~~	~~7.64~~	
	~~3~~	~~Traveling agent, soliciting insurance of any kind, for mutual, for reciprocal or other associations, companies or exchanges. (Not permitted to operate under resident agent's license nor to solicit business for a company not licensed to operate in the city.) Each agent~~	~~31.84~~	

	~~c.~~	~~Baggage, each company represented, insurance transit baggage and/or insurance tickets in connection with transportation for each company represented~~	~~25.47~~	
	~~d.~~	~~Companies:~~		
	~~1~~	~~Casualty and liability insurance companies, including bonding companies; accident and health insurance, on annual, semi-annual or quarterly premium paying basis; bonds, including fidelity, court contract and surety bonds and financial guarantees and title insurance or guarantees; Burglary insurance, including residence, bank, stocks, bonds, securities, safe burglary, holdup, messenger robbery; Liability insurance, including employers, public and other forms of liability insurance, automobile liability for personal injury, property damage, collision; Plate glass insurance; and Workman's collective insurance issued to employers of labor.~~	~~63.67~~	
	~~2~~	~~Fire insurance companies, writing policies or insurance against hazards of fire, tornado and windstorms, use and occupancy, profits, rents, leaseholder, insurrections, riot and civil unrest, sprinkler, leakage, rain, fire, theft, automobile collision; and marine cargoes and hulls, and rail, mail and express shipments, against fire, collision, stranding or sinking.~~	~~63.67~~	
	~~3~~	~~Industrial insurance companies (including funeral benefit associations or companies) writing life and/or accident and health insurance and funeral benefits on a weekly, bi-monthly or monthly premium-paying basis.~~	~~89.13~~	
	~~4~~	~~Life insurance companies writing life policies with or without disability clauses or accident and health features as a part of the policy contract upon annual, semi-annual or quarterly premium paying basis.~~	~~89.13~~	
	~~e.~~	~~Premium financing~~	~~89.13~~	
	~~f.~~	~~In the event this Subsection 119, or any portion thereof, is preempted or modified by state statute, the fees pursuant to this subsection shall be the maximum allowed under state law.~~		
(120)		INTERIOR DECORATORS	~~127.34~~	133.71
		INTERNET SALES (See 62 - Computer Services/Internet Sales)		
		IRRIGATION (See 131 - Landscape Contractor)		
(121)		ITINERANT MERCHANTS, VENDORS (See Sec. 9-76 et. seq.)		
		J		
(122)		JANITORIAL SERVICE (See 58 - Cleaning Service)		
(123)		JEWELRY and WATCH REPAIRING:		
	a.	Not connected with other business	~~50.94~~	53.49
	b.	Additional to jewelry store	no charge	
(124)		JOBBERS, WHOLESALE or MANUFACTURERS:		
	a.	Not local, selling and/or delivering from trucks (See 232 - Trucks)		
	b.	If local, see Merchants or Manufacturers		
(125)		JUNK SHOPS and DEALERS	~~191.01~~	200.56
		Junk, old trash, rags, metal, rubber, etc. including those gathering about the city in trucks. (Location must be approved by City Manager before license is issued)		
		Secondhand Goods, See Article VI, Sec. 9-151 et seq.		
		K		
(125.5)		KARATE: (See 195 - Schools - Martial Arts)		
(126)		KENNELS - dog and animal	~~127.34~~	133.71
		KICKBOXING (See 195 - Schools - Martial Arts)		

(127)	KNIFE and SCISSORS SHARPENER	~~12.74~~	13.38
	L		
(128)	LABOR or EMIGRANT AGENTS-including anyone who, as agent for another, solicits or procures (migrant) workers within the city, whether to be employed in the city or elsewhere, except state and federal, also free agencies established by city manager	~~636.70~~	668.54
(129)	LABORATORIES: (Requires Dept. of Health License)		
	a. Chemical	~~127.34~~	133.71
	b. Clinical	~~127.34~~	133.71
	c. Dental	~~63.67~~	66.85
	d. Medical	~~127.34~~	133.71
	e. Optical	~~127.34~~	133.71
(130)	LANDSCAPE ARCHITECT, buying, selling, or moving plants, trees or doing general landscape business (Requires Dept. of Agriculture License)	~~127.34~~	133.71
(131)	LANDSCAPE CONTRACTOR (Requires Dept. of Agriculture License) General landscaping with irrigation system installation and maintenance. (Must submit City Competency Card)	~~127.34~~	133.71
(132)	LAUNDRIES:		
	a. Steam	~~127.34~~	133.71
	b. Automatic or self service	~~76.41~~	80.23
	c. Pick-up stations, each	~~12.74~~	13.38
(133)	LAWN SERVICE and CARE (must comply with Sec. 16-27)	~~89.13~~	93.59
(134)	LAWYERS (See 12 - Attorneys at Law)		
(135)	LIQUOR and LIQUOR PACKAGE STORES (See 145 - Merchants)		
(136)	LIVESTOCK DEALERS	~~127.34~~	133.71
(137)	LOCKSMITHS	~~23.88~~	25.07
	LONGSHOREMEN (See 4 - Agents or Agencies)		
	M		
(138)	MACHINE and REPAIR SHOPS:		
	(Individually classified herein and referred to in this subsection, not licensed as an automobile agency, or under any item in this chapter, and permitted to carry stock of parts necessary and to be used only in making repairs in the shop licensed; if any portion of such stock is sold in any other manner, a merchant's receipt is required)		
	Employing, including owner and operators:		
	a. Not exceeding three (3) persons	~~23.88~~	25.07
	b. Four (4) persons and not exceeding eight (8)	~~56.83~~	59.67
	c. Nine (9) persons and not exceeding twenty (20)	~~159.18~~	167.14
	d. More than twenty (20) persons	~~239.05~~	251.00
(138.3)	MAIL ORDER BUSINESS (See 236 - Unclassified)		
(138.5)	MANICURISTS (See 23 - Beauty Shops)		
(139)	MARINA - SALES of items incidental to boating and service (For boat sales, see 28 - Boats. For repair, see 138 - Machine and Repair Shop)	~~63.67~~	66.85
(140)	RESERVED		
(141)	MANUFACTURERS (May need Dept. of Agriculture License)		
	Factories, classified individually in this article and referred to this subsection; permitted to manufacture and sell the products manufactured, when employing individuals, including owner and operators, actively engaged in such business.		
	a. Not exceeding three (3) persons	~~23.88~~	25.07
	b. Four (4) and not exceeding eight (8) persons	~~56.83~~	59.67
	c. Nine (9) persons and not exceeding twenty (20)	~~159.18~~	167.14
	d. More than twenty (20) persons	~~239.05~~	251.00
(142)	MARBLE:		
	a. Monument and stone rutting	~~63.67~~	66.85

	b.	Dealer with stock (See 145 - Merchants or 141 - Manufacturers)		
(142.5)	MARTIAL ARTS STUDIO or SCHOOL (See 195 - Schools)			
	MASSAGE THERAPISTS (See 184 - Professions)			
(143)	MASSEURS		~~63.67~~	66.85
(144)	MEAT: (Requires Dept. of Agriculture License)			
	a.	Wholesale dealer	~~127.34~~	133.71
	b.	Markets, fresh, wholesale or retail, forty-four ($ 0.44) cents per cubic foot of refrigerated or cooled display or storage space or as follows:		
	1	Minimum charge.	~~38.20~~	40.11
	2	Maximum charge	~~89.13~~	93.59
	(Not included in merchant's receipt. Must comply with sanitary requirements)			
	MECHANIC (See 138- Machine/Repair shop)			
(144.5)	MEDICAL CLINIC: (See 112 - Hospitals)			
(145)	MERCHANTS: (See also 121 - Itinerant Merchant)			
	a.	Retail or wholesale merchants, one location, with an average value of stock goods carried as follows:		
	1	Not exceeding $10,000.00	~~23.88~~	25.07
	2	Over $10,000.00 but not exceeding $30,000.00	~~39.81~~	41.80
	3	Over $30,000.00 but not exceeding $50,000.00	~~79.59~~	83.57
	4	Over $50,000.00	~~347.29~~	364.65
	(For provisions relating to affidavit as to value of stock, see Sec. 9-22)			
(146)	MILK and DAIRY PRODUCTS DISTRIBUTORS:			
	a.	Wholesale or retail, one truck	~~79.59~~	83.57
	b.	Each additional truck	~~39.81~~	41.80
	(For regulations on production and sales, see F.S. Chapter 502)			
	MINIATURE GOLF (See 106 - Golf)			
(147)	MOBILE HOME PARKS:			
	a.	Minimum	~~143.26~~	150.42
	b.	Per mobile home space	~~1.28~~	1.34
	(See Florida Statutes § 205.043)			
(147.5)	MOBILE REPAIR (See 191 - Repair and Service Men)			
	MODELING (See 4 - Agent)			
(148)	MONEY BROKERS or LENDERS (Requires Dept. of Financial Service License)			
	a.	Loaning or advancing money for real or personal property; such as lending or advancing money on motor vehicles	~~261.95~~	275.05
	b.	Salary buyers, and all persons (except banks or bankers) taking, buying or selling assignments of or contracts for the purchase, sale, transfer or assignment of wages or salaries, earned or to be earned in the future, by any other person.	~~286.51~~	300.84
(149)	MOTELS/SHORT TERM RENTALS: (Requires Division of Hotel/Motel, F.S. Chapter 509.271)			
	a.	Ten (10) units or less	~~39.81~~	41.80
	b.	Each additional unit	~~4.79~~	5.03
(150)	MOTION PICTURE and VIDEO RENTAL LIBRARY		~~63.67~~	66.85
(151)	MOTOR CYCLE / MOTOR SCOOTER, sales and service		~~63.67~~	66.85
(152)	MOTOR VEHICLES: (Requires State Dealership License)			
	a.	Dealers in automobiles, trucks or tractors carrying in stock repair pads to serve lines or makes handled, dealing in secondhand cars taken in exchange on sales of new cars and conducting a repair shop including upholstering, painting metal body and fender straightening and other such service, any or all, or a combination of such services:		

	1	Conducted from one location	~~127.34~~	133.71
	2	For each additional location for sale of cars taken in exchange on sales of new cars	~~79.59~~	83.57
	3	Each auto wrecking service truck in excess of one	~~15.92~~	16.72
b.		Rental service (See 190 - Rental Business)		
c.		Secondhand dealers, trading, buying and selling secondhand autos, trucks or tractors, for each location	~~127.34~~	133.71
d.		Trailers, dealers or sales agencies	~~127.34~~	133.71
e.		Wrecker service: (See provisions Article IX)		
	1	One truck	~~55.72~~	58.51
	2	Each additional truck	~~15.92~~	16.72
f.		For the following auto service shops, see 138 - Machine & Repair Shops: Machine shop, painting, radiator repair, tire and tube repairing, top and upholstery.		
		MUSIC SCHOOLS (See 195 - Schools)		
(153)		MUSIC STUDIOS, recording, productions, practice	~~127.34~~	133.71
		N		
(154)		NATUROPATHS, each (Requires Dept. of Health License)	~~127.34~~	133.71
(155)		NEWSPAPERS:		
a.		Published less than six (6) times per week	~~127.34~~	133.71
b.		Published six (6) or more times per week	~~254.68~~	267.41
c.		Circulation agency	~~63.67~~	66.85
(156)		NEWSSTANDS (See 145 - Merchants)		
		NURSE (See 184 - Professions)		
		NURSE REGISTRY (See 112a - Home Health Agency)		
(157)		NURSERY - shrubs, trees, plants, sod, etc. (Requires Dept. of Agriculture License)	~~101.87~~	106.96
(158)		NURSING HOMES (Requires Dept. of Children and Families Certification) - If meals are served, a restaurant receipt is required. See 42 - Cafes, Cafeterias, and Restaurants)	~~89.13~~	93.59
a.		Assisted living facility or adult congregate living facility	~~127.34~~	133.71
		O		
(159)		OFFICE SUPPLIES and FURNITURE (See 145 - Merchants)		
		OPTICAL LABORATORY (See 129 - Laboratories)		
(160)		OPTICIANS, each (Requires Dept. of Health License)	~~127.34~~	133.71
(161)		OPTOMETRISTS, each (Requires Dept. of Health License)	~~127.34~~	133.71
(162)		OSTEOPATHS, each (Requires Dept. of Health License)	~~127.34~~	133.71
		P		
(163)		PACKINGHOUSE, VEGETABLES, MEAT, etc. (Must comply with all sanitary regulations of the City and State and be open for inspection at all reasonable times)	~~286.51~~	300.84
(164)		PAINTERS (See 67 - Contractors)		
		PAINTING, auto body (See 138 - Machine and Repair Shops)		
(165)		PALMISTS (See 98 - Fortunetellers)		
(165.5)		PAPERHANGERS (See 67 - Contractors)		
(166)		PARALEGAL SERVICE	~~95.51~~	100.29
(167)		PARCEL DELIVERY	~~89.13~~	93.59
(168)		PARKING LOTS:		
a.		One to ten (10) cars	~~15.92~~	16.72
b.		Eleven (11) to thirty (30) cars	~~55.72~~	58.51
c.		Thirty-one (31) to sixty (60) cars	~~79.59~~	83.57
d.		Sixty-one (61) to one hundred (100) cars.	~~119.39~~	125.36
e.		One hundred one (101) cars and over	~~159.18~~	167.14
(169)		PAWNBROKERS (Requires Dept. of Agriculture License) (Not transferable; Subject to certain police regulations; See Article VI of this Chapter)	~~286.51~~	300.84

(170)	PEANUT VENDOR, on street, resident (must have permission from city manager)	~~25.47~~	26.74
(171)	PEDDLERS, SOLICITORS and VENDORS (Sec.9-76 et. Seq.)	~~127.34~~	133.71
(172)	PHOTO ENGRAVERS (See 84 - Engravers)		
(173)	PHOTOGRAPHERS, FERRO TYPES, CRAYON ARTISTS. See also Artists. Any person soliciting orders for above shall also comply with the provisions of Sec. 9-76 et seq. relating to peddlers, solicitors and canvassers	~~127.34~~	133.71
(174)	PHOTOGRAPHERS' SUPPLIES (See 145 - Merchants)		
(175)	RESERVED		
(176)	PHYSICIANS and SURGEONS, each (Requires Dept. of Health License)	~~127.34~~	133.71
	PHYSICIANS ASSISTANT (See 184 - Professions)		
(177)	PIANO TUNERS	~~50.94~~	53.49
(178)	PIPE FITTING (See 179 - Plumbers)		
(179)	PLUMBERS: (See Chapter 5, Article V)		
	a. Master	~~127.34~~	133.71
	b. Journeyman	~~89.13~~	93.59
(180)	POLYGRAPH TESTING	~~89.13~~	93.59
(181)	RESERVED		
	POOL CLEANING (See 236 - Unclassified)		
(182)	POOL TABLES (See 26 - Billiards)		
(182.5)	PRESSURE CLEANING (See 236 - Unclassified)		
(183)	PRINTING and/or PUBLISHING:		
	a. Not connected with other business	~~63.67~~	66.85
	b. In addition to another receipt	~~25.47~~	26.74
	PRIVATE DETECTIVE (See 75 - Detective)		
(184)	PROFESSIONS-as individually classified in this chapter:		
	a. One person	~~127.34~~	133.71
	b. Each additional person	~~127.34~~	133.71
	(Provided, no receipt shall be issued until lawful certificate, if required by state law, is presented to the city clerk)		
(185)	PROPERTY MANAGEMENT (See 188 - Real Estate)		
(186)	PSYCHOLOGIST or PSYCHIATRIST (Requires Dept. of Business and Professional Regulation License)	~~127.34~~	133.71
	R		
(187)	RAILROAD COMPANIES, Whose track extends into or through the corporate limits of the city	~~477.53~~	501.41
(188)	REAL ESTATE AGENCY or REAL ESTATE BUSINESS or AGENCY:		
	a. Real Estate Office (must submit state license of qualifying broker)	~~79.59~~	83.57
	b. Reserved		
	c. Reserved		
	d. Land development management office or property manager, sales and rental (DBPR - CAM/CAB License Required)	~~55.72~~	58.51
	e. Appraisers	~~127.34~~	133.71
	RECREATIONAL VEHICLE PARKS (See 229 - Trailer or Auto Camp)		
(189)	REDUCING SALONS. (See 111 - Health Studios)		
(190)	RENTAL BUSINESS:		
	a. Cars, trucks, and recreational vehicles (Includes limousines, vans and heavy equipment)	~~127.34~~	133.71
	b. Appliances, furniture, household equipment, etc.	~~63.67~~	66.85
(191)	REPAIR and SERVICE MEN (See also 110 - Handyman)		
	a. With shop (See 138 - Machine and Repair Shop)		
	b. Without shop	~~63.67~~	66.85
(192)	RESTAURANTS (See 42 - Cafes, Cafeterias and		

	Restaurants)			
(193)	RESERVED			
	RV SALES (See 152 - Motor Vehicles)			
	S			
(194)	SANITARIUMS (See 112 - Hospitals)			
(195)	SCHOOLS:			
	a.	Beauty college	~~127.34~~	133.71
	b.	Business	~~63.67~~	66.85
	c.	Colleges and universities	~~127.34~~	133.71
	d.	Dance ~~(Requires Dept. of Agriculture License)~~	~~63.67~~	66.85
	e.	Martial arts ~~(Requires Dept. of Business and Professional Regulation License)~~	~~63.67~~	66.85
	f.	Music	~~63.67~~	66.85
	g.	Private	~~127.34~~	133.71
	h.	Any other school facility not specified above	~~63.67~~	66.85
(196)	SCISSORS SHARPENERS (See 127 - Knife and Scissors Sharpener)			
(197)	SECONDHAND GOODS (See 145 - Merchants)			
(198)	SECRETARIAL SERVICES		~~38.20~~	40.11
(199)	SECURITY SYSTEMS or SERVICE: (Requires Dept. of Agriculture License)			
	a.	Sales and service of systems	~~63.67~~	66.85
	b.	Security guard service	~~89.13~~	93.59
(200)	SEPTIC TANK CLEANING, contractor (Equipment to comply with Health Department requirements; disposal shall be approved by City Manager)		~~127.34~~	133.71
(200.5)	SERVICE STATIONS (See 89 - Filling Stations)			
(201)	SEWING, DRESSMAKING, ALTERATIONS and MENDING		~~12.77~~	13.41
(202)	SHOE REPAIR SHOP (See 138 - Machine and Repair Shop)			
	SHORT TERM RENTALS (See 149 - Motel)			
(203)	SHOWS, events at civic center, amphitheater, auditoriums, etc.		~~89.13~~	93.59
(204)	SIGN PAINTERS (See 67 - Contractors)			
(205)	SKATING RINK (Prohibited in first fire district as provided in section 5-93)		~~127.34~~	133.71
(206)	SOLICITORS (See 171 - Peddlers, Solicitors, and Vendors)			
	SPAS (See 111 - Health Studio)			
(207)	STEVEDORING COMPANY, agency (See 4 - Agents or Agencies)			
(208)	STORAGE - Warehouses alone or with other business		~~63.67~~	66.85
(209)	STUDIO (See 11 - Artists; 195 - Schools; 153 - Music Studio)			
(210)	SUBCONTRACTORS (See 67 - Contractors)			
(211)	SURETY COMPANIES (See 119 - Insurance)			
(212)	SURGEONS (See 176 - Physicians)			
(213)	SURVEYORS, each (Requires Dept. of Business and Professional Regulation License)		~~127.34~~	133.71
(214)	SWIMMING POOL - Operated for profit (Fee to be set by commission; for construction provisions, see Sec. 5-281 et seq.)			
	SWIMMING POOL CLEANING (See 236 - Unclassified)			
	T			
(215)	TAILOR (See 141 - Manufacturers)			
(216)	TAKE OUT SERVICE (See 73 - Delicatessen)			
(216.5)	TANNING SALON (See 23 - Beauty Shop)			
(217)	TATTOOING (Requires Dept. of ~~Agriculture~~ Health License)		~~127.34~~	133.71
(218)	TAX CONSULTANTS		~~127.34~~	
	a.	Income tax services	~~127.34~~	133.71
(219)	TAXICABS and AUTOMOBILES FOR HIRE: (Requires Permit and Background Check see 9-221 to 9-266)			

	a. Cars carrying not exceeding ten (10) passengers	~~63.67~~	66.85
	b. Cars carrying over ten (10) passengers	~~76.41~~	80.23
	(For regulations relating to operators and drives, see Article VIII of this chapter)		
(220)	TAXIDERMIST, if stock carried is in excess of $500.00, merchants receipt is also required.	~~127.34~~	133.71
(221)	TELECOMMUNICATIONS - includes cellular phone and beeper relay	~~127.34~~	133.71
(222)	TELEPHONE ANSWERING SERVICE	~~89.13~~	93.59
(222.5)	TELEPHONE SOLICITATIONS (See Sec. 9-76 et seq.) (See 171 -Peddler)		
(223)	TELEMARKETING BUSINESS (Requires Dept. of Agriculture License)	~~222.85~~	233.99
(224)	TELEPHONE SYSTEMS (Must comply with plans of city for underground distribution) (See Florida Statutes § 205.043(1)(b))	~~318.35~~	334.27
(225)	TELEVISION ANTENNA and SATELLITE DISHES, sale and installation, or installation only	~~89.13~~	93.59
(226)	THEATERS or MOVING PICTURES: (See Florida Statutes § 205.043)		
	a. Indoor theater;		
	1 Minimum	~~119.39~~	125.36
	2 Per seat	~~0.24~~	0.25
	b. Drive-ins;		
	1 Minimum	~~119.39~~	125.36
	2 Per seat	~~0.24~~	0.25
(227)	RESERVED		
(228)	TINSMITH and SHEET IRON WORKER	~~63.67~~	66.85
	TIRE and TUBE REPAIR (See 138 - Machine and Repair Shop)		
(229)	TRAILER or AUTO CAMPS ~~(no cabins)~~:		
	a. Minimum	~~119.39~~	125.36
	b. Per trailer space	~~0.17~~	0.18
(230)	TRAVEL AGENCIES. (Requires Dept. of Agriculture License in accordance with Sec. 559.927 F.S.)	~~127.34~~	133.71
(231)	TREE TRIMMING (Must comply with 16-27)	~~127.34~~	133.71
(232)	TRUCKS and VEHICLES:		
	a. Doing business either wholesale or retail by the delivery of rented, processed or serviced goods, wares and merchandise (including linen, towels or laundry supply business) except as specifically licensed.		
	1 One vehicle	~~79.59~~	83.57
	2 Each additional vehicle	~~39.81~~	41.80
	b. Concrete mixer truck, each truck	~~63.67~~	66.85
(233)	TURKISH BATHS (See 143 - Masseurs)		
	TUTORS (See 236 - Unclassified)		
(234)	TYPEWRITER REPAIRS (See 138 - Machine and Repair Shops)		
	U		
(235)	U-DRIVE-IT-CARS, TRUCKS and RECREATIONAL VEHICLES (See 190 - Rental Business)		
(236)	UNCLASSIFIED:	~~89.13~~	93.59
	Any person engaged in any lawful business, profession or occupation within the corporate limits of the city, not mentioned or covered by this Code or other ordinance shall pay an annual business tax, except as to temporary occupations or businesses, the tax may be fixed by the city clerk for a period of time not exceeding thirty (30) days.		
	UNIVERSITIES (See 195 - Schools)		
(237)	UPHOLSTERERS (See 138 - Machine and Repair Shops)		

(238)	UTILITY COMPANIES (See 81 - Electric Light or Power Companies; 224 - Telephone Systems)		
	UTILITY TRAILERS (See 152 - Motor Vehicles)		
	V		
	VACATION RENTALS - (See 149 - Motel)		
(239)	VEGETABLES and FRUITS (See 171 - Peddler; Sec. 9-111)		
(240)	VEHICLES FOR HIRE (See 219 - Taxicabs; 190 - Rental Business)		
(241)	VENDING MACHINES (See 241 - Coin-Operated Machines)		
(242)	VENDORS (See 171 - Peddlers, Solicitors and Vendors)		
(243)	VETERINARIAN, each (Requires Dept. of Business and Professional Regulation License)	~~127.34~~	133.71
(244)	VIDEO RENTALS (See 150 - Motion Picture and Video Library)		
	W		
(245)	WAREHOUSE (See 208 - Storage)		
	WATCH REPAIR (See 123 - Jewelry and Watch Repairing)		
(246)	WATER COMPANY, selling bottled water:		
	a. One truck	~~79.59~~	83.57
	b. Each additional truck	~~39.81~~	41.80
(247)	RESERVED		
(248)	WELDER:		
	a. Not in connection with garage or machine shop	~~38.20~~	40.11
	b. See Contractor if it involves building construction		
(249)	WELL DRILLERS	~~127.34~~	133.71
	WHOLESALE DISTRIBUTORS (See 208 - Storage and/or 232 -Trucks and Vehicles)		
(250)	WINDOW TINTING BUSINESS	~~89.13~~	93.59
(251)	WRECKER SERVICE (See 152 - Motor Vehicles)		

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective July 1, 2018.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 18-013 was duly advertised by title only in the St. Lucie News Tribune on May 11, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public

upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on May 21, 2018; and was duly introduced, read by title only, and passed on second and final reading June 4, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 4th day of June , 2018.

_____
Linda Hudson
Mayor Commissioner

_____
Linda W. Cox
City Clerk

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Mayor and Commissioners

FROM : Linda W. Cox, City Clerk

RE : Business Tax Receipt Rates

DATE : March 13, 2018

In accordance with Florida Statute 205.0535, in 2008 the City established an Equity Study Commission to review and recommend a revised classification system and rate structure for business taxes. This statute allowed for an initial 10% increase, with up to a 5% increase every other year thereafter if approved by a 4/5ths vote of the governing body.

In August 2008, the City Commission adopted Ordinance No. L-35 providing for the initial increase of ten percent for business tax receipts. Subsequently, in 2010, 2012 and 2014 the City Commission implemented a 5% increase of the business tax each year as allowed.

Under Florida Statute 205.0535(4), "municipalities and counties may, every other year thereafter, increase or decrease by ordinance the rates of business taxes by up to 5 percent. An increase, however, may not be enacted by less than a majority plus one vote of the governing body. Nothing in this chapter shall be construed to prohibit a municipality or county from decreasing or repealing any business tax authorized under this chapter."

In 2016, the City Commission did not increase the rates. The City Commission may once again consider an increase of business tax of up to 5%. If an increase is adopted, additional revenue to the City is estimated at $12,935 based upon our most recent billing in the total amount of $258,700. Generally, a 5% increase would equate to a nominal increase of $0.59 to $19.10 per license, per year, depending on the business classification. Below are examples of current business taxes charged by our two closest cities for comparison:

	Fort Pierce	Port St. Lucie	Vero Beach
Bank::	$254.68	$268.00	$360.00
Beauty Shop:	$ 23.88	$134.00	$45.00
Small Merchant:	$ 23.88	$65.25	$45.00
Large Merchant:	$347.29	$381.00++	$500.00

At this time, I am requesting consensus from the Mayor and City Commission as to whether an increase, decrease or no action is desired with regard to business tax receipt rates. Thank you for your consideration.

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Natalie Zollar, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
463454 - CITY OF FORT PIERCE (LEGALS)	2007722	CITY OF FORT PIERCE NOTICE OF PUBLIC	

Pub Dates
May 11, 2018

Sworn to and subscribed before me this day of, May 11, 2018, by

Natalie Zollar, who is

Natalie Zollar

(X) personally known to me or

( ) who has produced _____ as identification.

Karol E Kangas

Karol Kangas **Notary Public**

KAROL E KANGAS
Notary Public - State of Florida
Commission # GG 126041
My Comm. Expires Jul 29, 2021
Bonded through National Notary Assn.

Notice To Creditors

of death was January 16, 2018, is pending in the Circuit Court for MARTIN County, Florida, Probate Division, the address of which is 100 East Ocean Blvd., Stuart, FL 34994. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is May 11, 2018.

WALTER G. WOODS
Attorney for Personal Representative
WALTER G. WOODS, P.A.
Florida Bar Number: 355631
2081 SE OCEAN BLVD., STE 2-B
STUART, FL 34996
Telephone: (772) 210-5518
Fax: (772) 210-5679
E-Mail: walter@woodslawfl.com
2nd E-Mail: kathy@woodslawfl.com

ROGER HALVERSON
Personal Representative
1002 SE Monterey Commons Blvd., #102
Stuart, FL 34996
Pub: May 11 and May 18, 2018
TCN 2007698

IN THE CIRCUIT COURT FOR MARTIN COUNTY, FLORIDA PROBATE DIVISION

File No. 2018-CP-00269
Division Probate

IN RE: ESTATE OF
VIDAL HERNANDEZ
Deceased.

NOTICE TO CREDITORS

The administration of the estate of VIDAL HERNANDEZ, deceased, whose date of death was January 26, 2018, is pending in the Circuit Court for Martin County, Florida, Probate Division, the address of which is 100 SE Ocean Blvd., Stuart, FL 34994. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

Notice To Creditors

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is May 4, 2018.

Attorney for Personal Representative:
NANCY FERRARO, ESQ.
The Law Offices of Travis R. Walker, P.A.
1235 SE Indian Street, Suite 101
Stuart, FL 34997
Florida Bar Number: 1000015
Telephone: 772-708-0952

Personal Representative:
Vidal Hernandez, Jr.
14904 SW Cherokee Dr.
Indiantown, FL 34956
Pub: May 4 and 11, 2018
TCN 2001481

Ordinances/Petitions

**CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING**

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, May 21, 2018 and Monday, June 4, 2018 in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m., to consider review and approval of the following:

ORDINANCE NO. 18-013 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 9, ARTICLE II, BUSINESS TAX, SECTION 9-23 TO REMOVE THE COPY AND FILING REQUIREMENTS; AND SECTION 9-30, FEES, TO PROVIDE FOR A 5% INCREASE IN BUSINESS TAX FEES FOR BUSINESSES, PROFESSIONS, OR OCCUPATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinances/Petitions

ORDINANCE NO. 18-014 - AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES CHAPTER 2, ARTICLE IV, SECTION 2-63, TO REVISE THE NUMBERING OF SAID SECTION, SEPARATE THE PURCHASING PROCEDURES OF SAID SECTION INTO A NEW SECTION NUMBERED 2-63.1, AND INCREASE THE PURCHASING THRESHOLD REQUIRING COMMISSION APPROVAL, AMENDING CHAPTER 2, ARTICLE IV, SECTIONS 2-63(c)(10) AND 2-65(c) TO INCREASE THE CITY MANAGER'S AMENDMENT THRESHOLD; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Amendment of the Code of Ordinances. Said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

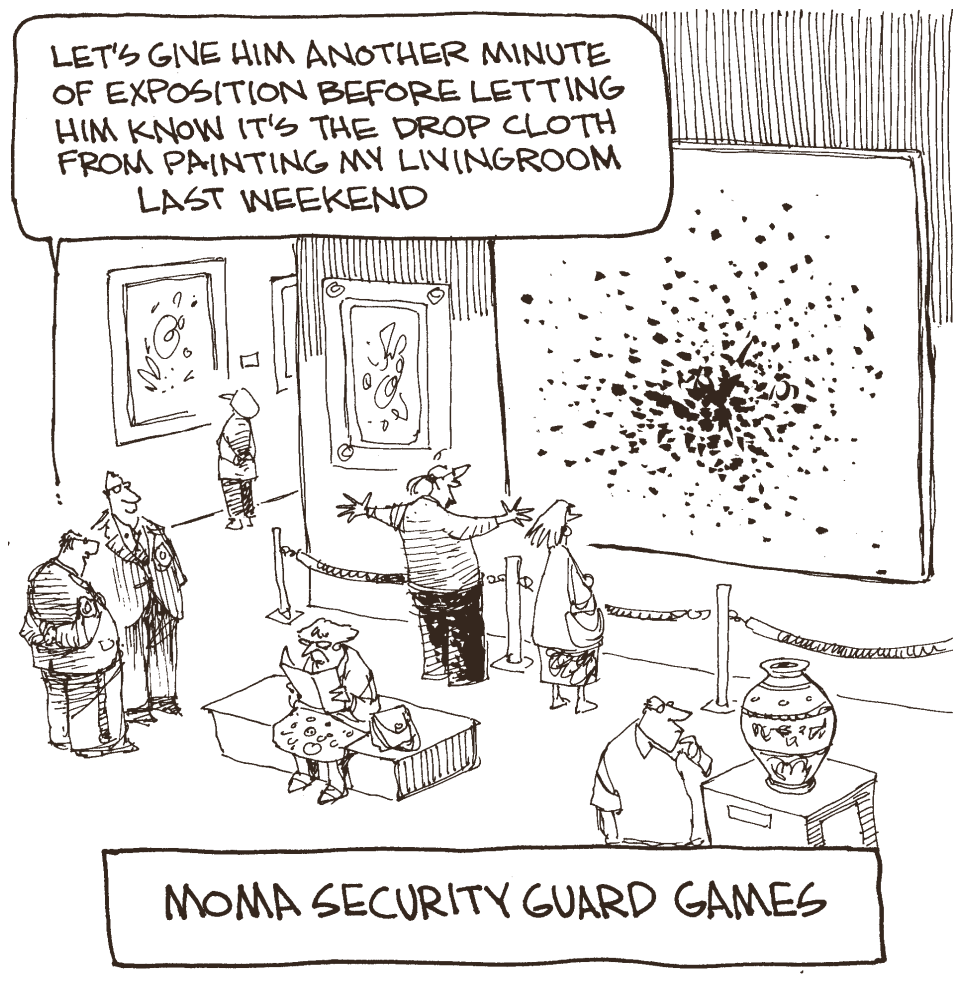
/s/ Linda W. Cox, City Clerk
Publish: 5/11/2018
TCN 2007722

Public Notices

Effective, June 30, 2018, MTM will discontinue service for its **Indiantown to Stuart Saturday Shuttle and Indianwood Saturday Shuttle.** Transportation Disadvantaged (TD) Services may be available to riders needing transportation.
To request an application please visit www.mtm-inc.net/martincounty or call 866-836-7034.

Effective, June 27, 2018, MTM will discontinue service for its **Wednesday South County Circular Route (SCCR)** from Hobe Sound to Jupiter. Transportation Disadvantaged (TD) Services may be available to riders needing transportation. To request an application please visit www.mtm-inc.net/martincounty or call 866-836-7034.
Pub: May 11, 2018
TCN 2010852

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Public Notices

LEGAL NOTICE:

The Indian River County Hospital District will hold a Chairman's Meeting on **Wednesday, May 16, 2018 at 10:00 AM** in the District Office Conference Room, 3730 7th Terrace, Suite 204-A, Vero Beach, FL 32960.

Any questions on these meetings may be directed to IRCHD offices at 772-770-0935.

If a person decides to appeal any action of the District with respect to any matter discussed at the public portion of said meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
Pub: May 11, 2018
TCN 2009130

LEGAL NOTICE:

The Indian River County Hospital District will hold its Regular Monthly Meeting on **Thursday, May 17, 2018 at 5:00 p.m.,** in the County Commission Chambers, 1801 27th Street, Building "A", Vero Beach, FL 32960. The public is invited.

Public Notices

If a person decides to appeal any matter discussed at these public meetings, he or she will need a record of the proceedings, and for such purpose, he or she may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
Pub: May 11, 2018
TCN 2009124

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Pub: May 11, 2018
TCN 2007963

Public Notices

NOTICE OF PUBLIC MEETING

Notice is hereby given of the regular meeting of the Children's Services Council of Martin County (CSCMC) to be held at 101 SE Central Parkway, Stuart, Florida 34994 on Monday, May 21, 2018, at 10:00 AM.

Matters affecting your personal and property rights may be heard and acted upon. All interested persons are invited to attend. Assistance for the handicapped may be arranged by contacting the office.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETINGS OR HEARINGS OF ANY BOARD, COMMITTEE, COMMISSION, AGENCY, COUNCIL, OR ADVISORY GROUP, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHOULD INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
Pub: May 11, 2018
TCN 2009935

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City Commission Regular Meeting **12.d.**

Meeting Date: 05/21/2018

Re: Ordinance 18-014 - Increasing Purchasing Threshold of City Manager

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Legislative Hearing - Ordinance 18-014 amending Chapter 2, Article IV, Sections 2-63a, 2-63(c)(10), and 2-65(c) "Increasing the Purchasing Threshold of City Manager." FIRST READING

SUMMARY:

As the cost of goods and services has increased our approval level has remained unchanged. Consequently, small purchases with fund allocations that have been approved during the budget process are being submitted for Commission approval and duplicating the procurement approval process. Currently all purchases $10,000 and above have to approved by City Commission. To help streamline our process and help us better serve our customers, it is recommended that we amend the purchasing authorization level form $10,000 to $50,000, with the authorization approval for all purchases from $10,000 to $50,000 at the City Manager.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny the request and adjust to a lessor amount or keep the Threshold as it currently is.

RESPONSIBLE STAFF:

Johnna Morris, Director of Finance.

COORDINATED WITH:

City Manager, City Attorney, City Clerk of Advertising.

Fiscal Impact

OTHER INFORMATION:

None.

Attachments

18-014

Memo from J. Morris

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/11/2018 07:38 PM

City Manager	Nick Mimms	05/15/2018 04:53 PM
Form Started By: Queen Thompkins		Started On: 04/30/2018 01:08 PM
Final Approval Date: 05/15/2018		

ORDINANCE NO. 18-014

AN ORDINANCE AMENDING THE PROVISIONS OF FORT PIERCE CODE OF ORDINANCES **CHAPTER 2, ARTICLE IV, SECTION 2-63,** TO REVISE THE NUMBERING OF SAID SECTION, SEPARATE THE PURCHASING PROCEDURES OF SAID SECTION INTO A NEW SECTION NUMBERED 2-63.1, AND **INCREASE THE PURCHASING THRESHOLD** REQUIRING COMMISSION APPROVAL, AMENDING CHAPTER 2, ARTICLE IV, SECTIONS 2-63(c)(10) AND 2-65(c) TO INCREASE THE **CITY MANAGER'S AMENDMENT THRESHOLD**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, Florida established certain monetary thresholds which require City Commission approval relating to purchases or amendments to contracts for supplies, services, and construction; and

WHEREAS, the City of Fort Pierce, Florida desires to increase said thresholds so that the City Manager has the power to enter contracts valued at fifty thousand dollars ($50,000) or less and make amendments to contracts for extra service, work or labor to be performed or for the deletion thereof in an amount equal to or less than fifty thousand dollars ($50,000).

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. That chapter 2 – Administration, article IV, Purchasing, section 2-63, of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

Sec. 2-63. - Source selection and contract formation.

(a) *Methods of source selection.*

(1) *Competitive sealed bidding.*

a. *Conditions for use.* All contracts of the city shall be awarded by competitive sealed bidding except as otherwise provided in sections 2-63(a)(2) (competitive sealed proposals), 2-63(a)(3) (contracting for designated professional services), 2-63(a)(4) (small purchases), 2-63(a)(5) (sole source procurement),2-63(a)(6) (emergency procurements), and 2-65(d)(1) (public announcement and selection process) of this article.

b. *Invitation for bids.* An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

c. *Public notice.* Adequate public notice of the invitation for bids shall be given a reasonable time. Such notice will include publication in a newspaper of general circulation in the city, once a week for two (2) consecutive weeks, the first issue thereof to be not less than ten (10) days prior to the reception of such bids. The public notice shall state the place, date, and time of bid opening.

d. *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the purchasing

director deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance withsection 2-61(c) (public access to procurement information).

e. *Bid acceptance and bid evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

f. *Correction or withdrawal of bids; cancellation of awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

1. The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

2. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing director.

g. *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the finance director, and such bid does not exceed such funds by more than five (5) per cent, the purchasing director is authorized, when time or economic considerations preclude resolicitation of work or a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.

h. *Multi-step sealed bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(2) *Competitive sealed proposals.*

a. *Conditions for use.* When the purchasing director determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by use of the competitive sealed proposals method.

b. *Request of proposals.* Proposals shall be solicited through a request for proposals.

c. *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 2-63(a)(1)c. (competitive sealed bidding, public notice).

d. *Receipt of proposals.* No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public [viewing] only after contract award.

e. *Evaluation factors.* The request for proposals shall state the relative importance of price and other evaluation factors.

f. *Discussion with responsible offerors and revisions to proposals.* As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

g. *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

(3) *Contracting for designated professional services.*

a. *Authority.* For the purpose of procuring the services of accountants, clergy, physicians, lawyer, dentists as defined by the laws of the State of Florida, any using agency requiring such services may procure them on its own behalf, in accordance with the selection procedures specified in this subsection (3). A using agency procuring such services shall consult with the purchasing director. No contract for the services of legal counsel may be awarded without the approval of such officer as may be required by applicable law.

b. *Selection procedure.*

1. *Conditions for use.* Except as provided under section 2-63(a)(5) (sole source procurement) orsection 2-63(a)(6) (emergency procurements), the professional services designated in subsection a. of this subsection (3) shall be procured in accordance with this subsection b.

2. *Statement of qualifications.* Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. A using agency using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.

3. *Public announcement and form of request for proposals.* Adequate notice of the need for such services shall be given by the using agency requiring the services through a request for proposals. The request for proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.

4. *Discussions.* The head of a using agency procuring the required professional services or a designee of such officer may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not

disclose any information derived from proposals submitted by other offerors.

5. *Award.* Award shall be made to the offeror determined in writing by the head of the using agency procuring the required professional services or a designee of such officer to be best qualified based on the evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

(4) *Small purchases.*

a. *General.* Any contract not exceeding five hundred dollars ($500.00) may be made in accordance with the small purchase procedures authorized in this ~~section~~article. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

~~PURCHASING PROCEDURES~~

~~*Purchases of less than five hundred dollars ($500.00):*~~

~~Each department shall be responsible for purchases not exceeding five hundred dollars ($500.00).~~

~~Each department head shall designate the person or persons who will be responsible for the purchasing activity in the department and the department head will notify the purchasing director of the person or persons so designated. Departmental purchases shall be conducted as follows:~~

~~(a) The department head must verify the availability of funds in the proper appropriation prior to placing an order.~~

~~(b) Two (2) or more purchase orders for the same commodity may not be issued if the total of the purchase orders exceeds five hundred dollars ($500.00).~~

~~(c) Persons authorized by the department head to issue purchase orders will be responsible for correctly filling in the purchase order and providing supporting documentation from the vendor.~~

~~(d) The copies of the purchase order issued shall be routed as follows:~~

~~(1) Original to vendor.~~

~~(2) First copy to purchasing department.~~

~~(3) Second copy to be held by the ordering department for their records.~~

~~(4) Third copy is to be held by the ordering department until the material ordered is received. Upon receipt of the material this copy is to be signed by the person receiving the material and forwarded to the finance department to match with the fourth copy as verification of delivery.~~

~~(5) Fourth copy to finance department.~~

~~The purchasing director will review and monitor the purchasing activities, offer advice on selection of proper vendors, and will meet with departments at least quarterly to review the procedures being followed.~~

~~*Purchases from five hundred dollars ($500.00) to two thousand five hundred dollars ($2,500.00):*~~

Purchases expected to exceed five hundred dollars ($500.00) but less than two thousand five hundred dollars ($2,500.00) are to be handled by the purchasing department. Departments are to submit a requisition for purchase in a format prescribed by the purchasing director. The requisition for purchase request will include three (3) comparative quotes for purchases over five hundred dollars ($500.00) through two thousand five hundred dollars ($2,500.00) if they can be obtained by the department. Purchasing will review and verify information and/or obtain quotes, then select the bid/quote that is the most responsive and responsible. Purchase order is processed. All purchase orders exceeding five hundred dollars ($500.00) but less than two thousand five hundred dollars ($2,500.00) must be signed by both the purchasing director and the finance director.

Purchases from two thousand five hundred dollars ($2,500.00) to ten thousand dollars ($10,000.00):

Purchases expected to exceed two thousand five hundred dollars ($2,500.00) but less than ten thousand dollars ($10,000.00) are to be handled by the purchasing department. Departments are to submit a requisition for purchase in a format prescribed by the purchasing director along with specifications. The purchasing department will prepare the bid documents for an informal bid. After bids are received they are forwarded to the user department for evaluation and recommendation. After recommendation purchase order is processed. All purchase orders exceeding two thousand five hundred dollars ($2,500.00) but less than ten thousand dollars ($10,000.00) must be signed by both the purchasing director and finance director.

Purchases exceeding ten thousand dollars ($10,000.00):

Purchases which exceed ten thousand dollars ($10,000.00) are handled in the same manner as purchases from two thousand five hundred dollars ($2,500.00) to ten thousand dollars ($10,000.00) except that all bids are sealed and formal, and will require approval from the city commission.

Surplus sales:

The purchasing director is responsible for the declaration and disposal of all surplus material and equipment.

Material and equipment having an estimated value of less than one thousand dollars ($1,000.00) may be declared as surplus by the purchasing director and the department head. Material and equipment having an estimated value in excess of one thousand dollars ($1,000.00) must be declared surplus by the city commission.

Procedures for disposition of materials and equipment to surplus are as follows with no exceptions:

(a) Complete the asset disposition form.

(b) Contact the purchasing department to make arrangements for delivery of material or equipment (561-460-2200, ext. 122).

(c) If it is some type of equipment that has a license plate, please remove the license plate and submit to the purchasing department along with asset disposition form.

(d) If it is equipment that has a city I.D. sticker, please remove and submit to the purchasing department along with asset disposition form.

Violations of purchasing procedures (employees):

(a) No officer, department, employee or agency shall, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purposes in excess of the amounts appropriated for that general classification of expenditure pursuant to this article. Any contract, verbal or written, made in violation of this article shall be null and void. Any officer or employee of the city who shall be guilty of a misdemeanor and, upon conviction thereof, shall cease to hold his office or employment and he

~~and his sureties shall be liable to the city by reason of corrupt or improper approval of any claim or account against the city.~~

~~(b) Nothing in this section shall prevent the making of contracts or the spending of money for capital improvements to be financed in whole or in part by the issuance of bonds, nor the making of contracts of lease or for services for a period exceeding the budget in which such contract is made, when such contract is permitted by law.~~

(5) *Sole source procurement.* A contract may be awarded without competition when the purchasing director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The purchasing director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file.

(6) *Emergency procurements.* Notwithstanding any other provisions of this article, the purchasing director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

(7) *Cancellation of invitations for bids or requests for proposals.* An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the city. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of the city. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

(b) *Qualifications and duties.*

(1) *Responsibility of bidders and offerors.*

a. *Determination of nonresponsibility.* If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the purchasing director. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

b. *Right of nondisclosure.* Information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the city outside of the office of the purchasing director, or using agency, without prior written consent by the bidder or offeror.

(2) *Cost or pricing data.*

a. *Required submissions relating to the award of contracts.* A prospective contractor shall submit cost or pricing data when the contract is expected to

exceed one hundred thousand dollars ($100,000.00) and is to be awarded by competitive sealed proposals (section 2-63(a)(2); competitive sealed proposals), or by sole source procurement authority (section 2-63(a)(5); sole source procurement).

b. *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

1. The contract price is based on adequate price competition;

2. The contract price is based on established catalogue prices or market prices;

3. The contract price is set by law or regulation; or

4. It is determined in writing by the purchasing director that the requirements of section 2-63(b)(2)a. (cost or pricing data; required submissions relating to the award of contracts) may be waived, and the determination states the reasons for such waiver.

c. *Required submissions relating to change orders or contract modifications.* A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed one hundred thousand dollars ($100,000.00).

d. *Exception.* The submission of cost or pricing data relating to the pricing of a change order or contract modifications not required when:

1. Unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or

2. It is determined in writing by the purchasing director that the requirement of section 2-63(b)(2)c. (cost or pricing data; required submission relating to change orders or contract modification) may be waived and the determination states the reason for such waiver.

e. *Certification required.* A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

f. *Price adjustment provision required.* Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the city, including profit or fee, shall be adjusted to exclude any significant sums by which the city finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the city and the contractor.

(3) *Cost or price analysis.* A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under section 2-63(a)(1) (competitive sealed bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file. In making a price analysis, consideration must be given to any differing terms and conditions.

(4) *Bid and performance bonds on supply or service contract.* Bid and performance bonds or other security may be requested for supply contracts or service contracts as the purchasing director or head of a using agency deems advisable to protect the city's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(c) *Types of contracts and contract administration.*

(1) *Types of contracts.*

a. *General authority.* Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the city may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than only other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

b. *Multi-term contracts.*

1. *Specified period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the city, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore.

2. *Determination prior to use.* Prior to the utilization of a multi-term contract, it shall be determined in writing:

i. That estimated requirements cover the period of the contract and are reasonably firm and continuing; and

ii. That such a contract will serve the best interests of the city by encouraging effective competition or otherwise promoting economies in city procurement.

3. *Cancellation due to unavailability of funds in succeeding fiscal periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

c. *Multiple source contracting.*

1. *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the city's actual requirements is limited by the provision of Uniform Commercial Code section 62-306(1).

2. *Limitations on use.* A multiple source award may be made when award to two (2) or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provision ofsection 2-63(a)(1) (competitive sealed bidding), section 2-63(a)(2) (competitive sealed proposals), section 2-63(a)(4) (small purchases), and section 2-63(a)(6) (emergency procurements), as applicable. Multiple source awards shall not be made when a single award will meet the city's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier section to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

3. *Contract and solicitation provisions.* All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

i. The city shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and

ii. The city shall reserve the right to take bids separately if the purchasing director approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the city.

4. *Intent to use.* If a multiple source award is anticipated prior to issuing a solicitation, the city shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

5. *Determination required.* The purchasing director shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

(2) *Contract clauses and their administration.*

a. *Contract clauses.* All city contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing director, after consultation with the city attorney, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

1. The unilateral right of the city to order in writing changes in the work within the scope of the contract;

2. The unilateral right of the city to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

3. Variations occurring between estimated quantities of work in contract and actual quantities;

4. Defective pricing;

5. Liquidated damages;

6. Specified excuses for delay or nonperformance;

7. Termination of the contract for default;

8. Termination of the contract in whole or in part for the convenience of the city;

9. Suspension of work on a construction project ordered by the city; and

10. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

i. When the contract is negotiated;

ii. When the contractor provides the site or design; or

iii. When the parties have otherwise agreed with respect to the risk of differing site condition.

b. *Price adjustments.*

1. Adjustments in price resulting from the use of contract clauses required by subsection a. of this subsection (c)(2) shall be computed in one or more of the following ways:

i. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

ii. By unit prices specified in the contract or subsequently agreed upon;

iii. By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;

iv. In such other manner as the contracting parties may mutually agree; or

v. In the absence of agreement by the parties, by a unilateral determination by the city of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the city, as accounted for in accordance with [reference to cost principles] and subject to the provision of section 2-69 (appeals and remedies).

2. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of section 2-63(b)(2) (cost or pricing data).

c. *Standard clauses and their modification.* The purchasing director, after consultation with the city attorney, may establish standard contract clauses for use in city contracts. If the purchasing director establishes any standard clauses addressing the subjects set forth in subsection a. of this subsection (c)(2), such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that any variations are supported by a written determination that states the circumstance justifying such variation, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

(3) *Contract administration.* A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.

(4) *Cost reimbursement provisions.* [*Reserved*].

(5) *Approval of accounting system.* Except with respect to firm fixed-price contracts, no contract type shall be used unless it has been determined in writing by the purchasing director that:

a. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and

b. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

(6) *Right to inspect plant.* The city may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the city.

(7) *Right to audit records.*

a. *Audit of cost or pricing data.* The city may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to section 2-63(b)(2) (cost or pricing data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three (3) years from the date of final payment under the contract.

b. *Contract audit.* The city shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the subcontract.

(8) *Reporting of anticompetitive practices.* When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice

of the relevant facts shall be transmitted to the state attorney general and the appropriate legal officer for the jurisdiction conducting the procurement.

(9) *City procurement records.*

a. *Contract file.* All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the city in a contract file by the purchasing director.

b. *Retention of procurement records.* All procurement shall be retained and disposed of by the city in accordance with records retention guidelines and schedules approved by the city commission.

(10) *Fiscal responsibility.* In respect to any contract issued or entered into under the provisions of this section, the city manager shall have the power and authority to increase or decrease the same up to and including the sum of ~~ten~~fifty thousand dollars ($~~1~~150,000) for extra service, work or labor to be performed or for the deletion thereof. Any charges in excess of said sum of ~~ten~~fifty thousand dollars ($~~1~~150,000) may be made only when authorized by the commission. The commission may also otherwise alter or extend the terms of any such contract upon written recommendation of the city manager.

2-63.1 – Purchasing procedures.

(a) *Purchases of less than five hundred dollars ($500.00).*

(1) Each department shall be responsible for purchases not exceeding five hundred dollars ($500.00).

(2) Each department head shall designate the person or persons who will be responsible for the purchasing activity in the department and the department head will notify the purchasing director of the person or persons so designated. Departmental purchases shall be conducted as follows:

a. The department head must verify the availability of funds in the proper appropriation prior to placing an order.

b. Two (2) or more purchase orders for the same commodity may not be issued if the total of the purchase orders exceeds five hundred dollars ($500.00).

c. Persons authorized by the department head to issue purchase orders will be responsible for correctly filling in the purchase order and providing supporting documentation from the vendor.

d. The copies of the purchase order issued shall be routed as follows:

1. Original to vendor.

2. First copy to purchasing department.

3. Second copy to be held by the ordering department for their records.

4. Third copy is to be held by the ordering department until the material ordered is received. Upon receipt of the material this copy is to be signed by the person receiving the material and forwarded to the finance department to match with the fourth copy as verification of delivery.

5. Fourth copy to finance department.

(1) The purchasing director will review and monitor the purchasing activities, offer advice on selection of proper vendors, and will meet with departments at least quarterly to review the procedures being followed.

(b) *Purchases from five hundred dollars ($500.00) to two thousand five hundred dollars ($2,500.00).*

(1) Purchases expected to exceed five hundred dollars ($500.00) but less than two thousand five hundred dollars ($2,500.00) are to be handled by the purchasing

department. Departments are to submit a requisition for purchase in a format prescribed by the purchasing director. The requisition for purchase request will include three (3) comparative quotes for purchases over five hundred dollars ($500.00) through two thousand five hundred dollars ($2,500.00) if they can be obtained by the department. Purchasing will review and verify information and/or obtain quotes, then select the bid/quote that is the most responsive and responsible. Purchase order is processed. All purchase orders exceeding five hundred dollars ($500.00) but less than two thousand five hundred dollars ($2,500.00) must be signed by both the purchasing director and the finance director.

(c) *Purchases from two thousand five hundred dollars ($2,500.00) to fifty thousand dollars ($50,000.00).*

(1) Purchases expected to exceed two thousand five hundred dollars ($2,500.00) but less than fifty thousand dollars ($50,000.00) are to be handled by the purchasing department. Departments are to submit a requisition for purchase in a format prescribed by the purchasing director along with specifications. The purchasing department will prepare the bid documents for an informal bid. After bids are received they are forwarded to the user department for evaluation and recommendation. After recommendation purchase order is processed. All purchase orders exceeding two thousand five hundred dollars ($2,500.00) but less than fifty thousand dollars ($50,000.00) must be signed by both the purchasing director and finance director.

(d) *Purchases exceeding fifty thousand dollars ($50,000.00).*

(1) Purchases which exceed fifty thousand dollars ($50,000.00) are handled in the same manner as purchases from two thousand five hundred dollars ($2,500.00) to fifty thousand dollars ($50,000.00) except that all bids are sealed and formal, and will require approval from the city commission.

(e) *Surplus sales.*

(1) The purchasing director is responsible for the declaration and disposal of all surplus material and equipment.

(2) Material and equipment having an estimated value of less than one thousand dollars ($1,000.00) may be declared as surplus by the purchasing director and the department head. Material and equipment having an estimated value in excess of one thousand dollars ($1,000.00) must be declared surplus by the city commission.

(f) *Procedures for disposition of materials and equipment to surplus are as follows with no exceptions.*

(1) Complete the asset disposition form.

(2) Contact the purchasing department to make arrangements for delivery of material or equipment (561-460-2200, ext. 122).

(3) If it is some type of equipment that has a license plate, please remove the license plate and submit to the purchasing department along with asset disposition form.

(4) If it is equipment that has a city I.D. sticker, please remove and submit to the purchasing department along with asset disposition form.

(g) *Violations of purchasing procedures (employees).*

(1) No officer, department, employee or agency shall, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purposes in excess of the amounts appropriated for that general classification of expenditure pursuant to this article. Any contract, verbal or written, made in violation of this article shall be null and void. Any officer or employee of the city who shall be guilty of a misdemeanor and, upon conviction thereof, shall cease to hold his office or employment and he and his sureties shall be liable to the city by reason of corrupt or improper approval of any claim or account against the city.

(2) Nothing in this section shall prevent the making of contracts or the spending of money for capital improvements to be financed in whole or in part by the issuance of bonds, nor the making of contracts of lease or for services for a period exceeding the budget in which such contract is made, when such contract is permitted by law.

SECTION 3. That chapter 2 – Administration, article IV, Purchasing, section 2-65(c) of the Code of Ordinances of the City of Fort Pierce, Florida, is hereby amended to read as follows:

(c) Fiscal responsibility. In respect to any contract issued or entered into under the provisions of this section, the city manager shall have the power and authority to increase or decrease the same up to and including the sum of ~~ten~~fifty thousand dollars ($~~1~~150,000) for extra service, work or labor to be performed or for the deletion thereof. Any charges in excess of said sum of ~~ten~~fifty thousand dollars ($~~1~~150,000) may be made only when authorized by the commission. The commission may also otherwise alter or extend the terms of any such contract upon written recommendation of the city manager.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. All ordinances, rules or regulations or parts of ordinances, rules or regulations in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 6. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
James M. Messer, Esq., City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No._____ was duly advertised by title only in the St. Lucie News Tribune on _____, 2018; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2018; and was duly introduced, read by title only, and

passed on second and final reading _____, 2018 by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ____ day of _____, 2018.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
FINANCE DEPARTMENT
Florida

TO : Nick Mimms, City Manager

FROM : Johnna Morris, Director of Finance

RE : **Recommendation for the Revision of the City's Purchasing Authorization Levels & Contract Approvals**

DATE : May 11, 2018

As we continue to review our policies and procedures to make sure we are operating in the most efficient manners and that we continue to provide a customer friendly atmosphere, these recommendations come to revise the City's purchasing authorization levels and contract approvals.

As the cost of goods and services has increased, our approval level has remained unchanged. Consequently, small purchases with fund allocations that have been approved during the budget process are being submitted for Commission approval and duplicating the procurement approval process. Currently all purchases $10,000 and above must be approved by City Commission. This authorization level has been in place for many years and is not in accordance with our neighboring municipalities (chart attached), as well as others statewide. To help streamline our process and help better serve our customers, it is recommended that we amend the purchasing authorization level from $10,000 to $50,000, with the authorization approval for all purchases up to $50,000 at the City Manager.

Also, currently all contracts are awarded by Commission and have to be signed by the Mayor, which again is not in accordance with our neighboring municipalities and others statewide. To help streamline our process, it is recommended that any contracts less than or equal to $50,000 be reviewed by the Purchasing Manager and the City Attorney, and executed by the City Manager or Director of Finance. If the price is $50,001 or more or requires a contract that will obligate the City to more than the expenditure of appropriated funds, the City Commission must approve it.

Neighboring Municipalities Approval Thresholds and Approval Authorities

Municipality	Authorization Threshold	Award & Approval Authority	Reporting Process
Saint Lucie County	Up to $50,000	County Administrator	Do not report
City of Port Saint Lucie	Up to $25,000	City Manager	Do not report
City of Stuart	Up to $50,000	City Manager	Do not report
Martin County	Up to $200,000	County Administrator	Do not report
City of Vero Beach	Up to $50,000	City Manager	Do not report
Indian River County	Up to $50,000	County Administrator	Do not report
City of Jupiter	Up to $50,000	City Manager	Do not report

City Commission Regular Meeting **13.a.**

Meeting Date: 05/21/2018

Re: Charter Review Commission Recommendations

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 18-R23 adopting the recommendations of the Charter Review Commission regarding Fort Pierce Utilities Authority.

SUMMARY:

The City Commission requested that the recommendations of the Charter Review Commission be formally adopted.

RECOMMENDATION:

Adopt Resolution 18-R23 as presented memorializing the recommendations of the Charter Review Commission.

ALTERNATIVES:

Adopt resolution with modifications; do not adopt.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

James Messer, City Attorney

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

18-R23

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 04:54 PM

Form Started By: Linda Cox Started On: 05/01/2018 08:48 AM

Final Approval Date: 05/15/2018

RESOLUTION NO. 18-RXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING THE RECOMMENDATIONS OF THE **CHARTER REVIEW COMMISSION**; AGREEING TO MEET ANNUALLY WITH THE FPUA IN A JOINT PLANNING SESSION; AGREEING TO ESTABLISH A FORMAL COMPLAINT RESOLUTION PROCESS; ADOPTING A REVISED **APPOINTMENT PROCESS TO THE FPUA BOARD;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 17-R17 on August 7, 2017 establishing the Charter Review Commission, hereinafter called the "CRC"; and

WHEREAS, the Charter Review Commission held its organizational meeting on September 27, 2017, their initial Public Input Meeting on October 24, 2017 and their final Public Input Meeting on February 27, 2018; and

WHEREAS, on March 19, 2018, the CRC presented its final report to the Fort Pierce City Commission; and

WHEREAS, the Fort Pierce City Commission desires to formally accept the recommendations of the Charter Review Commission and memorialize the implementation of the recommendations by resolution since the recommendations do not require any charter amendments.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1: The City Commission accepts the recommendations of the Charter Review Commission as presented on March 19, 2018.

SECTION 2: The City agrees to meeting annually with the FPUA in a Joint Planning Session to review and discuss Capital Improvements' budgets of each and the strategic goals and perspective growth of the City and FPUA including the potential joint participation in projects.

SECTION 3: The City Commission agrees to establish a formal dispute resolution process with FPUA that would be far simpler and more efficient and expedient than the statutory process.

SECTION 4: The City Commission adopts a revised appointment process for FPUA Board membership, beginning with the existing term that expires on September 30, 2018, to ensure that one person would be a District 1 resident, one person would be a resident of District 2 and the remaining two seats would be filled by city residents without regard to district of residence. The revised process is as follows:

(a) One resident of District 1 shall be appointed for a four-year term to the FPUA Board by the Commissioners of District 1 by mutual agreement; in the event District 1 Commissioners do not agree on the appointee, each District 1 Commissioner will make a nomination and the Mayor shall select one of the two nominees as the FPUA Board Member. This seat shall be referred to as FPUA District 1 Seat. (Process to commence for the term which shall begin October 1, 2018.

(b) The next year, one resident of District 2 shall be appointed for a four-year term to the FPUA Board by the Commissioners of District 2 by mutual agreement; in the event District 2 Commissioners do not agree on the appointee, each District 2 Commissioner will make a nomination and the

Mayor shall select one of the two nominees as the FPUA Board Member. This seat shall be referred to as FPUA District 2 Seat. (Process to commence for the term which shall begin October 1, 2019)

(c) For the remaining two appointments, the City Commission as a whole would appoint the FPUA Board Members utilizing a point system for votes based upon the order in which the City Commission ranks their choices based upon applications received. These seats shall be referred to as FPUA At-Large Seats. (Terms which shall begin October 1, 2020 and October 1, 2021).

(d) In the event any member representing District 1 or 2 move out of the district for which they were appointed to represent, the seat shall automatically become vacant and a new person residing within the appropriate district shall be appointed to fill the balance of the term.

SECTION 5. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of June, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

City Commission Regular Meeting **13.b.**

Meeting Date: 05/21/2018

Re: Communitywide Council Appointments

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Resolution 18-R24 appointing KeAndrea Davis and Rebecca Isaac to the Communitywide Council.

SUMMARY:

The Communitywide Council has current vacancies. KeAndrea Davis and Rebecca Isaac have submitted applications for the City Commission to consider for appointment.

RECOMMENDATION:

Approve appointment of Ms. KeAndrea Davis and Ms. Rebecca Isaac to the Communitywide Council.

ALTERNATIVES:

Seek other applications.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

This Commission action will not result in a fiscal impact to the City of Fort Pierce.

Attachments

KeAndrea Davis - CWC App

Rebecca Isaac - CWC App

18-R24

Form Review

Inbox	Reviewed By	Date

Finance Department	Johnna Morris	04/11/2018 08:42 AM
City Manager	Nick Mimms	04/27/2018 09:18 AM
Form Started By: Libby Woodruff		Started On: 04/10/2018 09:36 AM
Final Approval Date: 05/08/2018		

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Communitywide Council

Name: KeAndrea Davis	Phone: 772-708-6128
Home Address: 2514 Mohawk Ave City/Zip Code: Ft. Pierce Fl 34946	How long at this address? 28 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Teacher	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No If yes, state the business and location: School Board of St. Lucie County	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Law Describe your education, background, training and knowledge – (feel free to attach a resume): Juris Doctor, May 2015	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Gelencia Carter Applicant Email Address: davisk711@gmail.com	
Date: 4/5/18	Applicant's Signature KeAndrea Davis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Community Wide Council

Name: Rebecca Isaac	Phone: 772-621-0582
Home Address: 227 Grand Club Place City/Zip Code: Fort Pierce, FL 34982	How long at this address? 3 years 10 months
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Field organizer for RPOF / Direct Care Professional for Arc of Martin County	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☑ Yes ☐ No If yes, in what capacity? I would like to help create a black history museum of Fort Pierce and make it become a tourist attraction.	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): I have an AA degree in Journalism/Communications. I am a community activist and volunteer w/many organizations in the City.	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: Board of Adjustments	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Linda Cox	Applicant Email Address: rebeccaisaac8@gmail.com
Date: 4/4/18	Applicant's Signature Rebecca Isaac

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

RESOLUTION NO. 18-R24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITYWIDE COUNCIL**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed and/or reappointed by the City Commission to serve as members of the Communitywide Council in accordance with the Citizens Participation Plan adopted by Resolution No. 88-84; said terms to commence upon adoption of this resolution and to expire May 20, 2020, or when a successor has been duly appointed.

Name	Represents
KeAndrea Davis	Target/CDBG
Rebecca Isaac	Target/CDBG

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of May, 2018.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
JAMES MESSER, CITY ATTORNEY

City Commission Regular Meeting **13.c.**

Meeting Date: 05/21/2018

Re: Submittal of Applications for Commission's Consideration for Arts and Culture Advisory Board

Submitted For: Libby Woodruff, Manager, Finance Department

SUBJECT:

Resolution 18-R25 Appointing members to the Arts and Culture Advisory Board.

SUMMARY:

Resolution 17-R22 states that the City Commissioners and Mayor will each select one person to serve on the Arts and Culture Advisory Board. Applications from citizens wishing to serve on the Advisory Board are included with this agenda item for consideration.

RECOMMENDATION:

Commissioners and Mayor each select one person from the attached applications to serve on the Arts and Culture Advisory Board.

ALTERNATIVES:

Commissioners and/or Mayor seek additional applications before making selection.

RESPONSIBLE STAFF:

Libby Woodruff, Manager, Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	N/A
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

Creating the Arts and Culture Advisory Board will not have a fiscal impact on the City of Fort Pierce.

Attachments

18-R25

Ipyana Abayomi - Art Board App

Angela Breathwaite - Art Board App

Luke Croghan - Art Board App

Martha Cross - Art Board App
Jeanne Johansen - Art Board App
Mary Meyers - Art Board App
Jon Neprud - Art Board App
Julie Pouliotte - Art Board App
Holly Theuns - Art Board App
Doretha Hair Truesdell - Art Board App
Resolution Creating Arts & Cul Board

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/11/2018 08:42 AM
City Manager	Nick Mimms	04/27/2018 09:18 AM
Form Started By: Libby Woodruff		Started On: 04/10/2018 09:44 AM
Final Approval Date: 05/08/2018		

RESOLUTION NO. 18-R25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Arts and Culture Advisory Board which was established via Resolution No. 17-R22; said terms to commence upon adoption of this resolution and to expire May 20, 2020, or when a successor has been duly appointed. :

Name	Appointed by:
_____	Commissioner Alexander
_____	Commissioner Johnson
_____	Commissioner Perona
_____	Commissioner Sessions
_____	Mayor Hudson

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of May, 2018.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
JAMES MESSER, CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
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RECEIVED
MAR 30 2018
CITY CLERK'S OFFICE

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts and Culture Advisory Board

Name: IPYANA M ABAYOMI	Phone: 772.971.4032
Home Address: City/Zip Code: 526 N 12TH ST FT PIERCE FL 34950	How long at this address? 10 YRS

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: FACILITY MANAGEMENT

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No
If yes, state the business and location:

ST LUCIE CO SCHOOLS

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):

JOURNEYMAN CARPENTRY CERTIFICATE – ASSOCIATE BUILDERS + CONTRACTORS 2018
GA STATE UNIVERSITY, INDIAN RIVER STATE COLLEGE/AA IN SUMMER

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: COMMISIONER ALEXANDER Applicant Email Address: IPYANAABAYOMI@GMAIL.COM

Date: 30 MAR 2018 Applicant's Signature Ipyana Abayomi

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts and Culture

Name: Angela Brathwaite	Phone: 818613-3606
Home Address: 1501 N 21st Street City/Zip Code: Ft 34950	How long at this address? 3 mos
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired educator	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? Road Trip Potty, distribution	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Educator Describe your education, background, training and knowledge – (feel free to attach a resume): High school principal, college professor, Doctor of Education	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: roadtrippotty@gmail.com
Date: 3-8-18	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts & Culture Advisory Board

Name: Luke A. Croghan	Phone: 954-294-4616
Home Address: 2025 Jacaranda Drive City/Zip Code: Fort Pierce, FL 34949	How long at this address? 4 Years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Information Technology Consultant	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Please see below: Describe your education, background, training and knowledge in the above area(s): B.A. in Business Management with a concentration in Finance and Economics. Founder and Managing Partner of technology focused consutling firm since April 2000. Extensive experience in Finance, Accounting, Yield Management and Operations.	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: Sunrise Theatre Advisory Board	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: lcroghan8@gmail.com
Date: 10/25/2017	Applicant's Signature Luke A. Croghan

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: ARTS & CULTURE

Name: Martha Cross	Phone: 772 240 5191
Home Address: City/Zip Code: 715 Quincy AV, Ft. Pierce, 34950	How long at this address? 28 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Full time art teacher part time clay artist	
Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No If yes, list the address and nature of said business: part owner - Peacock Clay Collaborative 203 N. 2nd Street	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No If yes, state the business and location: John Carroll High School 3402 Delaware Av 34947	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other: Describe your education, background, training and knowledge in the above area(s):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☑ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: marthacross1@gmail.com
Date: 10-30-17	Applicant's Signature Martha E Cross

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts and Culture Advisory Board

Name: Jean Lynn Johansen (aka) Jeanne Johansen	Phone: 772-579-1529
Home Address: City/Zip Code: 2722 Sunrise Blvd	How long at this address?
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No Don't Know If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Computer programming, real estate, art teacher (adults) publisher/author, networker	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Libby Woodruff Applicant Email Address: flynnsilks@yahoo.com	
Date: 4-4-2018 Applicant's Signature Jeanne Johansen	

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: ARTS & CULTURE ADVISORY

Name: Mary B. Myers	Phone: 910-624-5755
Home Address: 1116 Rosedale Ave. City/Zip Code: Ft. Pierce 34982	How long at this address? 5 yrs
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: ARTIST / School Teacher	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: St. Lucie County Public Schools	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☒ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Bachelor of Science in ART - University of North Carolina Master of Science in LAW - Woodbery College, Vermont	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: uzichick@aol.com
Date: 4-6-18	Applicant's Signature Mary B. Myers

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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NOV 07 2017
CITY CLERK

APPLICATION FOR APPOINTMENT/ REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts and Culture Advisory Board

Name: Jon Neprud	Phone: 772-318-9647
Home Address: 422 N. 6th St., Fort Pierce, FL 34950 City/Zip Code: Mail to: P.O. Box 3862, Ft. Pierce, FL 34948	How long at this address? 22 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Artist / Landlord	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: P.O. Box 3862, Ft. Pierce, FL 34948-3862 Landlord, rental homes.	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☒ No Other: Arts Administration Describe your education, background, training and knowledge in the above area(s): See Attached	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: I am a board member of the Community Wide Council.	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Libby Woodruff	Applicant Email Address: jonneprud@yahoo.com
Date: 11/06/2017	Applicant's Signature Jon Neprud

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Special Training and Knowledge

- Builder, Remodeling, Period Restoration, Additions, Building Moving and Shoring, 1977 to Present
- Barnstable Regional High School, Graduated 1978
- The School of the Museum of Fine Arts of Boston, Graduated 5 year program 1990 and taught 2 Steel Sculpture classes
- SLC Cultural Affairs, Art in Public Places and Fort Pierce, Art in Public Places, volunteered for 10 years in various capacities
- WOW 3 Participating Artist and in the permanent collection
- VSA, The State Organization on Art and Disabilities, teaching special needs and incarcerated adolescents, 2011-2016
- Art Mundo, former member since 2012
- Treasure Coast Art Association, former committee member, Vice President and Interim President, 2012-2016
- Art displayed in many locations, Nationally and Internationally

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: ARTS AND CULTURE ADVISORY BOARD

Name: JULIE M. POULIOTTE	Phone: 207-252-1394
Home Address: 1131 GRANADA STREET City/Zip Code: FORT PIERCE, FL 34949	How long at this address? 3 YRS
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: RETIRED, PART-TIME EMPLOYMENT	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No If yes, state the business and location: ANYTIME FITNESS 111 ORANGE AVENUE FORT PIERCE, FL 34950	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: FINE ARTS & ANTIQUES Describe your education, background, training and knowledge in the above area(s): BUSINESS MANAGER OF ARCHITECTURAL MILLWORK & CABINETRY FIRM - 25 YEARS; ARTIST WORKING IN WATERCOLOR & OILS; ATTENDED PORTLAND SCHOOL OF ART, MAINE; FINE ART AUCTION AND ANTIQUE AUCTION EXPERIENCED STAFF; FINE ART GALLERY SALES; ARTIST LIAISON TO FREELANCE ARTISTS IN GREETING CARD INDUSTRY.	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: LILDA HUDSON	Applicant Email Address: XIIARTS@GMAIL.COM
Date: 1/23/18	Applicant's Signature Julie M. Pouliotte

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts & Culture Advisory

Name: Holly Theurs	Phone: 772-801-9509
Home Address: 419 N 2nd St City/Zip Code: Fort Pierce, FL 34950	How long at this address? 2yrs

Are you a citizen of the United States? ☑ Yes ☐ No

Occupation: Backus Museum front desk

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No
If yes, state the business and location:
A.E. Backus Museum, 500 N IRD, Fort Pierce, FL 34950

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No
Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other:
Describe your education, background, training and knowledge in the above area(s):
BA Fashion Design & Merchandising, American College of Luzern in London. 10 years as corporate meeting planner. 7 years as Executive Director Art Murda.

Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No
If yes, please specify: Historic Preservation
Examiners of Contractors (Lay person)

Have you ever been convicted of a felony? ☐ Yes ☑ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address: hollytheurs@gmail.com

Date: 11/22/17 Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Arts and Culture Advisory Board

Name: Doretha Hair Truesdell 34947	Phone: 772-252-4088
Home Address: 2804 Dunbar St. Ft Pierce, Fl City/Zip Code:	How long at this address? 7 years
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Artist	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: 2804 Dunbar St. Ft Pierce Fl 34947 Self employed Highwaymen Artist	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Resume Attached	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Commissioner Rufus J Alexander III	Applicant Email Address: dhair@aol.com
Date: 4/2/2018	Applicant's Signature Doretha Hair Truesdell

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com



Doretha Hair Truesdell began painting with her now deceased husband Alfred Hair, Sr. in 1965 when they moved into their Dunbar Street home in Fort Pierce, Florida. She had recently graduated from Florida Agricultural and Mechanical University (FAMU) in 1964 with a Bachelor of Arts in Business Education and a minor in Art Education. She later received her M.ED in 1974 from Florida A & M University.

Doretha worked during the day and painted the backgrounds of her husband's paintings at night until she received help from her now deceased younger brother Carnell Smith who came to live with them. They began producing from 10 to 20 painting a day and hiring salespeople.

Doretha began teaching in the St. Lucie County School System in 1967. She still painted Alfred's background for his paintings. She stopped teaching after one year and began painting under her own name producing around 75 to 100 Florida landscape paintings on Upson Board until her husband was murdered at the age of 29 in a bar in Fort Pierce, Florida. They had four children together ranging in age from 7 weeks to 6 years at the time of his death

She taught for 13 years in the State of Florida before marrying John Truesdell, Jr. and moving to New Jersey. She held a variety of jobs and retired from Federal Express after 21 years as a customer service manager and moved back into her Dunbar Street House.

She is a founding member and president of the non-profit Original Florida Hall of Fame Highwaymen, Inc. Her deceased husband Alfred Hair and the Highwaymen were inducted to the Florida Hall of Fame in 2004.

Doretha is still producing her art and speaking at various venues on the Life of the Highwaymen in segregated Florida in the fifties and sixties. Her art is widely sought after and collected by art enthusiasts throughout the country.

She is Treasurer and Lifetime Chair of Arts and Culture for the 104 year old Fort Pierce Woman's Club and a Board Member of the Backus Museum.

RESOLUTION NO. 17-R22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE **ARTS AND CULTURE ADVISORY BOARD**, SPECIFYING THE PURPOSES OF THE ADVISORY BOARD, COMPOSITION OF THE ADVISORY BOARD, TERMS OF APPOINTMENTS AND DUTIES OF THE ADVISORY BOARD, AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, arts and culture distinguish and inspire, fostering creativity, goodness, beauty and economic development, as they help express values, build bridges between cultures, and bring people together, regardless of ethnicity, age, social status or income; and

WHEREAS, the Fort Pierce Code of Ordinances, Article XXII, Chapter 2, set forth guidelines for its Art in Public Places Program (AIPP); and

WHEREAS, the City Commission has approved the 'Promotion of Local Art and Cultural Heritage' as a fundable activity for the Community Development Block Grant program; and

WHEREAS, the creation and implementation of a 10-Year Arts and Culture Strategic Plan will play a significant role in creating and sustaining a flourishing arts and cultural heritage tourism industry for the City of Fort Pierce, and;

WHEREAS, The City Commission desires and values public input that will be achieved through public presentations and meetings of an Arts and Culture Advisory Board during the creation and implementation of the 10-Year Arts and Culture Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce Florida:

Section 1. Advisory Board Creation; Purposes of the Board.

There is hereby created an Advisory Board to be known as the Arts and Culture Advisory Board. The purposes of the Advisory Board include, but are not limited to, the following:

1. Conduct public meetings, presentations, etc., to survey and assess the community's needs, resources and support for artists and arts initiatives then generate a 10-Year Arts and Culture Strategic Plan for review and approval by the City Commission;

2. Make written recommendations to City Commission and staff on selection and approval of sites and works for specific public art projects, landscape treatments, architectural enhancements, and artwork(s) to be commissioned or purchased by the City in accordance with Art in Public Places (AIPP) guidelines;

3. Act in an advisory capacity in matters pertaining to arts and cultural heritage programs, projects, and activities and events for the City, in accordance with the Arts and Culture Strategic Plan and AIPP guidelines;

4. Collaborate with local artists, arts organizations, businesses, schools, staff and citizens to accomplish the projects, activities, goals and objectives detailed in the Strategic Plan and encourage and facilitate opportunities for residents and tourists to participate in these projects and activities;

5. Assist in fostering a strong and vibrant cultural environment that supports a diverse program of the performing and creative arts for both residents and visitors;

6. Serve as cultural liaison for the City between the interests of the creative community, business community, tourist industry and the community-at-large;

7. Promote greater public participation in and access to arts and cultural heritage programming within the City;

8. Coordinate activities and pursue relationships with public and private arts, historic and cultural organizations or agencies, educational entities, tourism providers and any other organizations/entities in the promotion of arts and culture in Fort Pierce and/or the enhancement of the quality of life in Fort Pierce through arts and cultural programming, projects and activities;

9. Stimulate greater public awareness and appreciation of the importance of the arts in creating and sustaining a vibrant community and heighten awareness of the City of Fort Pierce as an artist refuge and an oasis for creativity, peace, tranquility, and serenity; and

10. Provide quality, timely, up-to-date information to those seeking arts and cultural heritage information on Fort Pierce by telephone, internet and mail or in person and collect tourism data to assist with market analysis and research.

Section 2. Composition of the Board.

1. The Arts and Culture Advisory Board shall consist of seven (7) members. One appointment will be made by each Commissioner and two (2) by the Board. All members will be approved by the City Commission.

2. An architect or design professional, if under contract with the City of Fort Pierce for a specific City project, may advise the Board during the selection process as it relates to the project, but shall not be a voting member of the Board.

3. Except as otherwise limited by this resolution, the Arts and Culture Master Plan, Art in Public Places (AIPP) rules and regulations, or other law, rule, regulation or ordinance, the Board may adopt written policies and procedures to assist it in the performance of its duties, which shall be effective upon approval by the City Commission.

Section 3. Residency Requirement.

All Members of the Arts and Culture Advisory Board shall have their primary place of residence within the boundaries of the City of Fort Pierce.

Section 4. Staff Assistance.

The Manager of the Department of Finance-Grants Administration Division and Department staff will serve the Advisory Board by providing advice, information or assistance within the purview of their respective positions.

Section 6. Vacancies.

Vacancies on the Advisory Board shall be filled by the City Commission in its normal manner of filling vacancies on advisory boards. The City Commission, at its sole discretion, may require written applications for appointment to the Advisory Board.

Section 7. Terms of Appointment.

Advisory Board members shall be appointed for a two-year term, with an option to renew the appointment, per City Commission approval, for an additional term of two years. Appointments to fill vacancies due to resignation or other unexpected events shall be limited to the unexpired term of such vacancy. No individual shall be appointed for more than two terms, excluding however, any partial term for the filling of a vacancy as referenced above. Members may continue to serve on the Advisory Board until a replacement has been appointed. After having served two consecutive terms, any appointee may reapply for reappointment to the Advisory Board after an absence from the Advisory Board for at least one year.

Section 8. Initial Appointment of Officers. Election of Officers.

The Advisory Board shall elect from within the Chairman, Vice-Chairman and Secretary who shall serve for a one-year term and may not serve consecutive terms in the same position. The Chairman shall be responsible for monitoring activities of the Advisory Board and shall report on activities of the Board. The Vice Chairman shall perform the Duties of Chair in the absence of the Chairman. The Secretary shall perform the clerical duties of the board, take notes, prepare minutes of meetings, and prepare correspondence as required by the Board.

Section 9. Attendance.

An Advisory Board member shall be automatically removed from service at such time as the member's absences exceed twenty-five percent (25%) of all scheduled Advisory Board meetings, including workshop meetings, in a given six-month period, unless the Advisory Board, by majority vote, plus one (1), waives an absence by finding that unusual circumstances exist which warrant a waiver. An Advisory Board member shall be considered not to have attended a meeting for which the member was not present for at least seventy-five percent (75%) of the meeting. At that time, the City Clerk shall give notice to the Advisory Board member that automatic removal will occur at such time as absences exceed twenty-five percent (25%) of all scheduled meetings in a six-month period.

Section 10. Orientation of Board Members.

When a prospect accepts the initial appointment to the Advisory Board, the new member shall attend an orientation session. The orientation session shall be conducted by the Grants Administration Division staff and shall include, but not be limited to, the following topics:

1. History and organization of the City;

2. Duties and responsibilities of Advisory Board members; and

3. Requirements of the "Government in the Sunshine Law."

Section 11. Regular Meetings of the Advisory Board; Special Meetings.

1. The Advisory Board shall establish a regular meeting time and place.

2. Notice of regular meetings shall be posted in accordance with and shall comply with Florida law relating to open meetings under Section 286.011 Florida Statutes.

3. Special meetings of the Advisory Board may be called by the Chairman. Notice of special meetings shall be made by posting no later than 24 hours prior to the time specified for the meeting.

Section 12. Appointments to the Advisory Board are encouraged to make recommendations to Staff for new appointments to the Board.

Section 13. A majority of the Advisory Board members shall constitute a quorum. Robert Rules of Order shall govern parliamentary procedures of the Advisory Board.

Section 14. This resolution shall take effect upon approval by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 7th day of August, 2017.

Linda Hudson
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

Linda W. Cox
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

JAMES MESSER, Esq.
CITY ATTORNEY

City Commission Regular Meeting **13.d.**

Meeting Date: 05/21/2018

Re: 1635 Thumb Point Drive - Notice of Hearing

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Resolution No. 18-R26 determining that the structure located at 1635 Thumb Point Drive is a nuisance that constitutes a menace to the business, health and safety of the community and abatement by demolition is necessary to remedy this nuisance and setting a hearing to determine this matter before the City Commission on June 18, 2018.

SUMMARY:

In accordance with the City Charter, a hearing shall be scheduled to allow the owners, agents, or any person, firm or corporation having a lien on, or interest in, the building / structures to show cause, if any, why a building / structure should not be condemned and its removal or destruction required.

This Resolution is to set the hearing date only and instruct the City Clerk to notify all interested parties of their right to be heard. No testimony or evidence will be presented at this time.

RECOMMENDATION:

Approve Resolution No. 18-R26 establishing the hearing of this matter on June 18, 2018.

ALTERNATIVES:

Select an alternate hearing date.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Code Compliance Manager

COORDINATED WITH:

Iola Mosely, Senior Assistant City Attorney

Fiscal Impact

OTHER INFORMATION:

If demolition by a City vendor is required, it will be funded by the Clean & Safe Initiative.

Attachments

16-R26

Special Magistrate Order

Photo of property

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	05/10/2018 08:47 AM
City Manager	Nick Mimms	05/15/2018 04:48 PM

Form Started By: Peggy Arraiz Started On: 04/20/2018 02:23 PM

Final Approval Date: 05/15/2018

RESOLUTION NO. 18-R26

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **1635 THUMB POINT DR** IN FORT PIERCE, FLORIDA IS A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT ALL PARTIES OF INTEREST MUST SHOW CAUSE WHY THE STRUCTURE SHOULD NOT **CONDEMNED AND DEMOLISHED IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE**; AND NOTIFYING ALL PARTIES OF POTENTIAL ACTION BY THE CITY OF FORT PIERCE FOR FAILURE TO ACT; AND THAT A **PUBLIC HEARING BE HELD AT THE REGULARLY SCHEDULED CITY COMMISSION MEETING ON JUNE 18, 2018 AT 6:30 PM,** IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 N US HWY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Special Magistrate found the property owner has maintained a Nuisance as a Condition on the property located at 1636 THUMB POINT DR in violation of the provisions of §16-46 and §16-48 of the City Code of Ordinances (Exhibit 1); and

WHEREAS, the City Commission determines that buildings or structures that have been declared a nuisance constitute a menace to the business, health and safety of the community; and

WHEREAS, there shall be a public hearing before the City Commission whereby any and all interested parties may appear and show cause as to why said building or structure should not be condemned and its removal or destruction required.; and.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida;

SECTION 1. That the City Commission determines that the building or structure located on the said lot, tract, or parcel of land within the City of Fort Pierce, St. Lucie County, Florida, described as follows:

1635 THUMB POINT DR
THUMB POINT BLK 1 LOT 30 (OR 258-845)
2401-605-0030-000/3

Is a nuisance that constitutes a menace to the business, health and safety of the community.

SECTION 2. The owners, agents, or any person, firm or corporation having a lien on, or interest in, said building or structure, which lien or interest is a matter of record in the public records of St. Lucie County, Florida, show cause, if any, before the City Commission of the City of Fort Pierce, Florida why said building or structure should not be condemned and its removal or destruction required.

JOHN B CULVERHOUSE SR
JOHN B CULVERHOUSE JR
1635 THUMB POINT DR
FT PIERCE, FL, 34949

HARBOR FEDERAL SAVINGS BANK
PO BOX 249
FT PIERCE, FL, 34954

SECTION 3. Should the interested parties fail to show cause as to why the building or structure should not be condemned and its removal or destruction required and fail to comply with any order of the City Commission requiring such removal or destruction, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien up on said property.

SECTION 4. This matter will be heard at the regularly scheduled meeting of the City Commission of the City of Fort Pierce on June 18, 2018 at 6:30 PM in the City Commission Chambers located at 100 N US Hwy 1, Fort Pierce, Florida.

SECTION 5. The hereinbefore named persons, firms, or corporations, shall be provided notice of the scheduled hearing by mailing a certified copy of this resolution by registered or certified mail at least ten (10) days prior to the date of said hearing by the City Clerk for the City of Fort Pierce, Florida.

SECTION 6. This resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 21st day of May, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

Violator: JOHN B CULVERHOUSE SR
JOHN B CULVERHOUSE JR
1635 THUMB POINT DR
FT PIERCE, FL 34949

RE: Violation of Section(s): 16-46 Maintenance of Nuisance on Property Prohibited, 16-47 Removal of Nuisance, 16-48 Nuisance as a Condition

Re:
Appeal of Declaration of Nuisance CASE 18-0139
1635 Thumb Point Drive Fort Pierce Florida

ORDER OF SPECIAL MAGISTRATE

This cause came for hearing on the 18th day of April 2018, before the Special Magistrate of the City of Fort Pierce, Florida upon the petition of the Respondent, and the Special Magistrate having heard the testimony of the respective parties present and the evidence presented, the following Findings of Fact and Conclusions of Law are made:

FINDINGS OF FACT

1. The violation which is the subject of this proceeding is:

   Property Address: 1635 THUMB POINT DR
   Tax ID #: 2401-605-0030-000/3
   Legal Description: THUMB POINT BLK 1 LOT 30 (OR 258-845)

2. The Property owner was properly served notice on January 16, 2018 in accordance with §16-49 of the City Codes for the City of Fort Pierce, Florida.

3. The parties appeared in the Commission Chambers of the City of Fort Pierce, Florida on April 18, 2018 at 9:00 AM.

4. The City of Fort Pierce was represented by Sr. Assistant City Attorney Iola Mosley, Esq. The Property Owner J Brad Culverhouse Sr. Esq. represented himself in the proceedings.

5. The Special Magistrate, Fran Ross, Esq., found the following:

   a. The testimony of the residents who live on Thumb Point Drive is sufficient evidence that they have had to tolerate this property in this condition since the

2004 hurricane destruction. All of the residents got the repairs done and moved back into their homes except Mr. Culverhouse.

b. Mr. Culverhouse experienced several hardships; however, it does not appear much of anything has been done in the past 13 years to repair this home.
c. February 19, 2016 Respondent signed an agreement with the City giving a timeline for which the repairs would be completed.
d. April 21, 2016 a friendly letter was sent to Mr. Culverhouse from Marc Meyers, City of Fort Pierce Building Official, asking the project be brought back up to the agreed upon schedule. The Respondent did not comply with the agreement.
e. The Respondent did make some effort by obtaining a permit although it expired and had to be renewed. The permit is current at this time, but still there has not been any substantial attempts to repair or replace the structure.
f. I find the property is a nuisance and order the case be forwarded to the City Commission for a final determination.

CONCLUSIONS OF LAW

The Property Owner John B Culverhouse, Sr. has maintained a Nuisance as a Condition on the property located a 1635 Thumb Point Drive in violation of the provisions of §16-46 and §16-48 of the City Codes for the City of Fort Pierce Florida.

DONE and ORDERED at City of Fort Pierce, St Lucie County, Florida, this 16th day of April 2018, Nunc Pro Tunc April 18, 2018.

Fran Ross

Fran Ross, Esq., Special Magistrate

I CERTIFY THAT THE ABOVE ORDER WAS MAILED TO THE RESPONDENT ON THIS

16th DAY OF May, 2018

Colleen Greer

Colleen Greer, Code Enforcement Clerk


Legend
1635 Thumb Point Dr
Google Earth
© 2018 Google
N
9.18 ft

City Commission Regular Meeting **13.e.**

Meeting Date: 05/21/2018

Re: Resolution 18-R - Loan Agreement

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Resolution 18-R27 - accepting the proposal of SunTrust Bank to purchase the Capital Improvement Revenue Refunding Note and authorizing the execution and delivery of a Loan Agreement.

SUMMARY:

Resolution authorizing the refinancing of Revenue Bonds in order to save the City revenue.

RECOMMENDATION:

Approve Resolution No. 18-R

ALTERNATIVES:

Do not approve resolution

RESPONSIBLE STAFF:

Johnna Morris, Director of Finance

COORDINATED WITH:

Nick Mimms, City Manager, James Messer, City Attorney, and Linda Cox, City Clerk

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2018

OTHER INFORMATION:

As a result of this refundig, the City will realize a savings of $476,854.67 collectively.

Attachments

Memo from J. Morris

18-R27

Loan Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/11/2018 05:42 PM
City Manager	Nick Mimms	05/15/2018 04:58 PM
Form Started By: Queen Thompkins		Started On: 05/09/2018 02:26 PM

Final Approval Date: 05/15/2018

THE SUNRISE CITY
FORT PIERCE
FINANCE DEPARTMENT
Florida

TO : Mayor & Commissioners

THRU : Nick Mimms, City Manager NCM

FROM : Johnna Morris, Director of Finance

RE : **Refunding of the City's 2010A Capital Improvement Bond**

DATE : May 11, 2018

As I persistently work to protect the city's financial standing by careful planning, conservative budgeting, and regularly monitoring the economic market, I recently met with placement agent, Wes Bradish, to discuss refunding the 2010A Capital Improvement Bond. Because of this meeting, I am pleased to report that we have the opportunity to restructure this bond, which will generate savings for the City over the life of the bond.

As presented, we are requesting the restructuring of the 2010A note in the form of a loan with SunTrust Bank, which will generate savings of $476,855, without extending the life of the bond.

RESOLUTION NO. 18-R27

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA ACCEPTING THE PROPOSAL OF **SUNTRUST BANK, TO PURCHASE THE CITY'S NOT TO EXCEED $6,895,000 CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2018**; THE PROCEEDS OF WHICH WILL BE APPLIED TO CURRENTLY REFUND ALL OF THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2010A MATURING SEPTEMBER 1, 2030 AND THEREAFTER; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID LENDER TO SECURE THE REPAYMENT OF SAID LOAN; PROVIDING FOR THE PAYMENT OF SUCH NOTE FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON AD VALOREM REVENUES ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE NOTE, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PEIRCE, FLORIDA AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is Adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Florida Constitution, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained determined and declared:

(A) The City of Fort Pierce, Florida (the "City") deems it necessary, desirable and in the best interests of the City that the City issue its Capital Improvement Revenue Refunding Note, Series 2010A (the "2010 Note") to currently refund all of the City's outstanding Capital Improvement Revenue Bonds, Series 2010A maturing September 1, 2030 and thereafter (collectively, the "Refunded Bonds"), in that such refunding will result in debt service savings for the City, all as more particularly described herein and in the Loan Agreement (as defined herein).

(B) Pursuant to Section 2(b), Article VIII of the State Constitution and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance of the 2018 Note and the execution and delivery of the Loan Agreement for the purposes of refunding the Refunded Bonds is not prohibited by law.

(C) The City staff in consultation with Ziegler Investment Bank ("Ziegler") has reviewed the proposal of SunTrust Bank (the "Lender") regarding a loan in an amount of not to exceed $6,895,000 as provided in the 2018 Note (the "Loan") to the City, the proceeds of which will be applied to refund the Refunded Bonds and to pay costs of issuing the 2018 Note.

(D) The Loan will be secured by the City's covenant to budget and appropriate Non Ad Valorem Revenues as provided in the Loan Agreement pursuant to which the City will issue the 2018Note to secure the repayment of the Loan.

(E) Prior to the issuance of the 2018 Note the City shall have received the certificate of Independent Auditor required by various City resolutions as a condition precedent to the issuance by the City of debt payment from amounts budgeted and appropriated from non-ad valorem revenues.

(F) The City has determined that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2018 Note pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the 2018 Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the 2018 Note and, accordingly, the City Commission of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated private placement of the 2018 Note to the Lender be authorized.

SECTION 3. AUTHORIZATION OF ISSUANCE OF 2018 NOTE AND REFUNDING OF REFUNDED BONDS. The City hereby authorizes the issuance of the 2018 Note in a principal amount not to exceed $6,895,000 to refund the Refunded Bonds and pay costs of issuing the 2018 Note as more particularly described in the Loan Agreement.

SECTION 4. ACCEPTANCE OF COMMITMENT LETTER WITH LENDER. Based on a recommendation of Ziegler, the City hereby accepts the term sheet of the Lender dated April 23, 2018.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND 2018 NOTE AND EXECUTION OF LOAN AGREEMENT AND 2018 NOTE. The Loan and the repayment of the Loan as evidenced by the 2018 Note shall be pursuant to the terms and provisions of the Loan Agreement and the 2018 Note. The City hereby approves the Loan Agreement in substantially the form attached hereto as Exhibit A and authorizes the Mayor or the Mayor Pro-Tem of the City (collectively, the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement by and between the City and the Lender substantially in the form attached hereto as Exhibit A (the "Loan Agreement") and the 2018 Note in substantially the form attached to the Loan Agreement, with such changes insertions and additions as they may approve, their execution thereof being evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2018 NOTE. Pursuant to the Loan Agreement, the 2018 Note will be secured by a City covenant to budget and appropriate Non Ad Valorem Revenues, all as more particularly described in the Loan Agreement.

SECTION 7. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates or opinions, are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2018 Note, and the security therefore including but not limited to an escrow deposit agreement, the Mayor, the City Clerk, the City Manager, the City's Finance Director, the City Attorney and the City's Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 8. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as registrar and paying agent for the 2018 Note.

SECTION 9. LIMITED OBLIGATION. The obligation of the City to repay amounts under the Loan Agreement and the 2018 Note are limited and special obligations, payable solely from the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

SECTION 10. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement, or the 2018 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, the 2018 Note or the Loan Agreement, but this Resolution, the Loan Agreement, and the 2018 Note shall be construed and enforced as

if such illegal or invalid provision had not been contained therein. The 2018 Note shall be issued and Loan Agreement shall be executed and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of May, 2018.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
James M. Messer, Esq.
City Attorney

LOAN AGREEMENT

Dated as of May 23, 2018

By and Between

CITY OF FORT PIERCE, FLORIDA
(the "City")

and

SUNTRUST BANK
(the "Lender")

TABLE OF CONTENTS

(The Table of Contents for this Loan Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Loan Agreement.)

Page

ARTICLE I DEFINITION OF TERMS 1
Section 1.01. Definitions 1
Section 1.02. Interpretation 4
Section 1.03. Titles and Headings 4

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE PARTIES 4
Section 2.01. Representations and Warranties of City 4
Section 2.02. Representations and Warranties of Lender 5

ARTICLE III THE NOTE 5
Section 3.01. Purpose and Use 5
Section 3.02. The 2018 Note 5
Section 3.03. Adjustments to 2018 Note Rate 6
Section 3.04. Conditions Precedent to Issuance of 2018 Note 6
Section 3.05. Registration of Transfer; Assignment of Rights of Lender; Mutilated, Lost, Stolen or Destroyed 2018 Note 8
Section 3.06. Ownership of the 2018 Note 9
Section 3.07. Use of Proceeds of 2018 Note Permitted Under Applicable Law 9
Section 3.08. Authentication 9
Section 3.09. Conversion to Tax-Exempt Interest 9

ARTICLE IV COVENANTS OF THE CITY 10
Section 4.01. Performance of Covenants 10
Section 4.02. Payment of 2018 Note 10
Section 4.03. Covenant to Budget and Appropriate 10
Section 4.04. Tax Covenant 12
Section 4.05. Anti-Dilution 12
Section 4.06. Future Debt Payable From Non-Ad Valorem Revenues 12
Section 4.07. Financial Disclosures 13
Section 4.08. Notice of Default 14
Section 4.09. No Advisory or Fiduciary Relationship. 14
Section 4.10. Permission to Use Information. 14

ARTICLE V EVENTS OF DEFAULT AND REMEDIES 15
Section 5.01. Events of Default 15
Section 5.02. Exercise of Remedies 15
Section 5.03. Remedies Not Exclusive 16
Section 5.04. Remedies Cumulative 16
Section 5.05. Waivers, Etc 16

ARTICLE VI MISCELLANEOUS PROVISIONS 17
Section 6.01. Covenants of City, Etc.; Successors 17
Section 6.02. Term of Agreement 17
Section 6.03. Amendments and Supplements 17
Section 6.04. Notices 17
Section 6.05. Benefits Exclusive 18
Section 6.06. Severability 18
Section 6.07. Payments Due on Non-Business Days 18
Section 6.08. Counterparts 18
Section 6.09. Applicable Law 18
Section 6.10. No Personal Liability 18
Section 6.11. Incorporation by Reference 19
Section 6.12. Waiver of Jury Trial 19
Section 6.13. Documentary and Intangible Taxes 19

Exhibit A Form of 2018 Note A-1
Exhibit B Form of Conversion Opinion B-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), made and entered into this 23rd day of May, 2018, by and between the **CITY OF FORT PIERCE, FLORIDA** (the "City"), a municipal corporation of the State of Florida, and **SUNTRUST BANK,** a Georgia banking corporation authorized to do business in the State of Florida, including making the Loan described herein, together with its successors and assigns (the "Lender").

W I T N E S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, *Florida Statutes*, the municipal charter of the City and other applicable provisions of Florida law (all of the foregoing, collectively, the "Act"), and Resolution No. _____ duly adopted by the City on May 21, 2018, is authorized to borrow money, and more particularly issue its Capital Improvement Revenue Refunding Note, Series 2018 (the "2018 Note") for the City's public purposes; and

WHEREAS, in response to a request to certain financial institutions by the City regarding an intended borrowing by the City to refund all of the City's Outstanding Capital Improvement Revenue Refunding Bonds, Series 2010A maturing September 1, 2021 and thereafter (the "Prior Indebtedness"), the Lender submitted its Term Sheet to the City (the "Commitment"); and

WHEREAS, the City has accepted the Commitment and the Lender is willing to purchase the 2018 Note, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond Counsel" shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the 2018 Note.

"Bond Service Requirement" shall mean, for any Fiscal Year, the amount of principal of or amortization installments and interest due on Debt for such Fiscal Year, except to the extent that any such Bond Service Requirement shall have been provided for out of Debt proceeds.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Lender at which payments on the 2018 Note are due is lawfully closed.

"City" shall mean the City of Fort Pierce, Florida, a municipal corporation.

"City Clerk" shall mean the City Clerk or any deputy or assistant city clerk of the City and such other person as may be duly authorized to act on his or her behalf.

"City Manager" shall mean the City Manager of the City and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Conversion Date" means June 3, 2020 or such other date on which the 2018 Note Rate converts from the Pre-Conversion Rate to the Tax-Exempt Rate; provided however, in the event that the Conversion Opinion is not delivered by Bond Counsel on said date, the 2018 Note Rate will not convert to the Tax-Exempt Rate.

"Conversion Opinion" means an opinion of Bond Counsel that, under the laws, regulations, rulings and judicial decisions existing on the Conversion Date and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the 2018 Note is excluded from gross income for federal income tax purposes and is in the form set forth in Exhibit B hereto.

"Debt" has the meanings given such term in Section 4.06 hereof.

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the 2018 Note.

"Default Rate" shall mean the lesser of (i) 18% per annum or (ii) the maximum lawful rate, calculated on the basis of a 360-day year of 12, 30 - day months.

"Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest on the 2018 Note is includable in the gross income of the Holder for Federal income tax purposes as a result of the action or inaction of the City; provided, no Determination of Taxability shall be deemed to occur unless the City has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the City's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability. For all purposes of this definition, the effective date of any Determination of Taxability will be the first date as of which interest is deemed includable in the gross income of the Holder of the 2018 Note.

"Escrow Deposit Agreement" shall mean that certain agreement by and between the City and The Bank of New York Mellon Trust Company, N.A. as the escrow trustee (as defined therein) for the purpose of providing for the payment of the Prior Indebtedness (as defined in the recitals hereto).

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the 2018 Note shall be due and payable in full, which date shall be September 1, 2030, if not sooner due to acceleration or prepayment.

"Finance Director" shall mean the City's Director of Finance or such other person as may be duly authorized to act on his or her behalf.

"Fiscal Year" shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its "fiscal year" as permitted by law.

"Loan" shall refer to an amount equal to the outstanding principal of the 2018 Note, together with unpaid interest which has accrued.

"Maximum Bond Service Requirement" shall mean, as of any particular date of calculation, the greatest amount of aggregate Bond Service Requirement for the then current or any future Fiscal Year, except that with respect to any Debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such Debt shall be reduced by the aggregate principal amount of such Debt that are to be redeemed from amortization installments which were to be made in, prior Fiscal Years.

"Non-Ad Valorem Revenues" shall mean all legally available funds of the City derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments due on the 2018 Note, but only after the satisfaction of the funding requirement for obligations having an express lien or a pledge of such revenues and after provision has been made by the City for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

"2018 Note Rate" shall mean (a) prior to the Conversion Date a per annum rate equal to 3.61% (the "Pre-Conversion Rate"), (b) after the Conversion Date 2.85% (the "Tax-Exempt Rate"), (c) after an Event of Taxability shall mean the Taxable Rate, and (d) upon and Event of Default, the Default Rate.

"Noteholder" or "Holder" or any similar term shall mean the Lender as the holder of the 2018 Note and any subsequent registered holder of the 2018 Note.

"Payment Date" shall mean each March 1 and September 1, commencing September 1, 2018 until the 2018 Note has been paid in full.

"Pledged Revenues" shall mean (i) Non-Ad Valorem Revenues of the City budgeted and appropriated and deposited in accordance with Section 4.03 hereof and (ii) all funds on deposit in the Debt Service Fund (defined below) and all investment earnings on any such funds.

"Resolution" shall mean Resolution No. _____, duly adopted at a meeting of the City Commission on May 21, 2018, which, among other things, authorized the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the 2018 Note.

"Taxable Period" shall mean the period of time between (a) the date that interest on the 2018 Note is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability and after which the 2018 Note bears interest at the Taxable Rate.

"Taxable Rate" shall mean with respect to the 2018 Note, the interest rate per annum that shall provide a Holder with the same after tax yield that a Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Holder as a result of such Determination of Taxability. The Holder shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Lender as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the 2018 Note to the Lender. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the 2018 Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its properties is bound.

(b) Validity, Etc. This Agreement, the 2018 Note, the Escrow Deposit Agreement and the Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City has occurred since the audited financial statements of the City for its Fiscal Year ended September 30, 2017.

(d) Powers of City. The City has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(e) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the 2018 Note and the related documents, except such as have been obtained, given or accomplished.

Section 2.02. Representations and Warranties of Lender. The Lender represents and warrants to the City as follows:

The Lender (i) has the power to enter into this Agreement and has duly authorized the execution and delivery hereof (ii) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the 2018 Note, (iii) has received and reviewed such financial information concerning the Non-Ad Valorem Revenues as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the 2018 Note; and (iv) is purchasing the 2018 Note for its own loan account and not with a current view toward resale to the public.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Lender shall make available to the City the Loan in the principal amount of Six Million Eight Hundred Ninety-Five Thousand Dollars ($6,895,000) evidenced by the 2018 Note. The proceeds available under the 2018 Note and this Agreement shall be used solely to accomplish the purposes set forth in the recitals hereto and to pay costs of issuing the 2018 Note.

Section 3.02. The 2018 Note. The 2018 Note shall be substantially in the form set forth as Exhibit A to this Agreement.

(a) Interest. The 2018 Note shall bear interest at the 2018 Note Rate. Interest on the 2018 Note shall be computed on the basis of a 360 day year of 12, 30 - day months. Interest on the 2018 Note is payable on each Payment Date.

(b) Prepayments. The 2018 Note shall be subject to prepayment at the option of the City, in whole but not in part on any Business Day on or after _____ , 2022, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. In addition, the 2018 Note shall be subject to prepayment at the option of the City, in part (in an amount not to exceed 10% of the principal amount of the 2018 Note Outstanding on the immediately preceding January 1) on any Business Day, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Any prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Noteholder not less than five (5) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Holder, and finally to principal. **[**Prepayments of principal shall be applied as determined by the Holder in its sole discretion.**]**

Section 3.03. Adjustments to 2018 Note Rate. In addition to the change of the 2018 Note Rate to the Tax-Exempt Rate on the Conversion Date the 2018 Note Rate shall be subject to adjustment by the Lender as hereinafter described and as provided in the 2018 Note. Except as otherwise provided herein, upon the occurrence of a Determination of Taxability and for as long as the 2018 Note remains outstanding, the interest rate on the 2018 Note shall be converted to the Taxable Rate and this adjustment shall survive payment on the 2018 Note until such time as the federal statute of limitations under which the interest on the 2018 Note could be declared taxable under the Code shall have expired. In addition, upon a Determination of Taxability, the City shall, immediately upon demand, pay to the Holder (or prior holders, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the 2018 Note during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the 2018 Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Holder as a result of the Event of Taxability.

The Holder shall promptly notify the City in writing of any adjustments pursuant hereto. Notwithstanding any provision herein to the contrary, in no event shall the interest rate on the 2018 Note exceed the maximum rate permitted by law.

Section 3.04. Conditions Precedent to Issuance of 2018 Note. Prior to or simultaneously with the delivery of the 2018 Note, there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

(a) an opinion of counsel to the City substantially to the effect that (i) the Resolution has been duly adopted and this Agreement, the Escrow Deposit Agreement and the 2018 Note have been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement and the Escrow Deposit Agreement and the execution and issuance of the 2018 Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution and delivery of the 2018

Note has been duly and validly authorized by the City and the 2018 Note has been duly executed; (iv) the City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver this Agreement and the Escrow Deposit Agreement and the 2018 Note and to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the 2018 Note, this Agreement and the Escrow Deposit Agreement and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or, to the best of such counsel's knowledge, threatened in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the 2018 Note, (B) in any way questioning or affecting the validity or enforceability of any provision of this Agreement, the Escrow Deposit Agreement, the 2018 Note, or the Resolution, (C) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the 2018 Note, or of any provision made or authorized for the payment thereof, or (D) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (E) which may result in any material adverse change in the properties, assets or in the condition of the City, financial or otherwise; (vii) the City has the legal power to (1) issue the 2018 Note for the purpose set forth in the recitals hereto and in the Resolution and to pay associated costs of issuance, and (2) grant a lien on the Pledged Revenues as described herein; (viii) all conditions contained in the ordinances and resolutions of the City precedent to the issuance of the 2018 Note have been complied with; and (ix) all authorizations, approvals, consents, waivers or other orders of governmental authorities or agencies that are required in connection with the authorization, execution and delivery by the City of the Resolution, the 2018 Note, the Escrow Deposit Agreement and this Agreement and all other agreements or documents provided for or contemplated by this Agreement, and the execution, issuance, sale and delivery of the 2018 Note have been obtained and are in full force and effect and no additional or further approvals, consents, waivers or authorizations of any governmental or public agency or authority not already obtained or currently able to be obtained are required by law or by the City in the performance by the City of its obligations under the 2018 Note, this Agreement, the Escrow Deposit Agreement, the Resolution or the contracts and agreements provided for therein or contemplated thereby;

(b) an opinion of Bond Counsel (who may rely on opinion of counsel to the City), substantially to such effect that such counsel is of the opinion that: (i) this Agreement and the Escrow Deposit Agreement constitutes valid and binding obligations of the City enforceable upon the City in accordance with its terms; (ii) the 2018 Note is a valid and binding special obligation of the City enforceable in accordance with their terms, payable solely from the sources provided for therein and in this Agreement and (iii) a customary defeasance opinion regarding the Prior Indebtedness and (iv) this Agreement and the Resolution are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939 as applicable;

(c) the original executed Resolution, 2018 Note, the Escrow Deposit Agreement and Agreement; and

(d) such other documents as the Lender reasonably may request.

When the documents and items mentioned in clauses (a) through (d), inclusive, of this Section shall have been filed with the Lender, and when the 2018 Note shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the City shall deliver the 2018 Note to or upon the order of the Lender upon receipt of the purchase price therefor. Payment of the purchase price of the 2018 Note by the Lender shall be conclusive evidence that all conditions pursuant to the delivery of the 2018 Note have been met.

Section 3.05. Registration of Transfer; Assignment of Rights of Lender; Mutilated, Lost, Stolen or Destroyed 2018 Note. The City shall keep at the office of the City Clerk in the City's records the registration of the 2018 Note and the registration of transfers of the 2018 Note as provided in this Agreement. The transfer of the 2018 Note may be registered only upon the books kept for the registration of the 2018 Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Holder or its attorney or legal representative in the form of the assignment set forth on the form of the 2018 Note attached as Exhibit A to this Agreement. The Holder shall have the right at any time to assign, transfer or convey the 2018 Note or any interest therein or portion thereof in minimum principal amounts of at least $100,000.00, but no such assignment, transfer or conveyance shall be effective as against the City unless and until the Holder has delivered to the City written notice thereof that discloses the name and address of the assignee. In the case of any such registration of transfer, the City shall execute and deliver in exchange such 2018 Note a new 2018 Note registered in the name of the transferee. In all cases in which the 2018 Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new 2018 Note in accordance with the provisions of this Agreement. Except upon the Conversion Date, the City may make a charge for every such registration of transfer of a 2018 Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The 2018 Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of any 2018 Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Lender under this Agreement as to such 2018 Note to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement as to such 2018 Note and shall be bound by all provisions of this Agreement that are binding upon the Lender. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee is bound by the provisions of this Agreement applicable to the Lender and such 2018 Note.

Every prior Holder of the 2018 Note shall be deemed to have waived and renounced all of such owner's equities or rights therein to the extent of such transfer in favor of every bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

The registered owner of the 2018 Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the 2018 Note; provided, however, that no transfer (except as provided in the immediately following paragraph) shall be permitted to anyone other than a transferee that is an "accredited investor" within the meaning of Regulation D of the Securities Act of 1933 or a "qualified institutional buyer" within the meaning of Rule 501 of Regulation D. Every prior registered owner of the Note shall be deemed to have waived and renounced all of such owner's equities or rights therein to the extent of such transfer in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Notwithstanding the limitations on transfer contained in the preceding paragraph, the 2018 Note may be transferred to any affiliate of Lender in whole or in part without restriction.

In the event any 2018 Note is mutilated, lost, stolen, or destroyed, the City shall execute a new 2018 Note(s) of like date, denomination and series as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated 2018 Note, such mutilated 2018 Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed 2018 Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the 2018 Note. The person in whose name the 2018 Note are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the 2018 Note shall be made only to the Holder thereof or such Holder's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the 2018 Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.07. Use of Proceeds of 2018 Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the 2018 Note will be used solely for the purposes set forth in the recitals hereto and pay costs of issuance of the 2018 Note, and that such use is permitted by the Act and other applicable law.

Section 3.08. Authentication. Until the 2018 Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Agreement. The 2018 Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the registrar, and such certificate of the registrar upon the 2018 Note shall be conclusive evidence that such 2018 Note have been duly authenticated and delivered under this Agreement.

Section 3.09. Conversion to Tax-Exempt Interest.

(a) ***Conversion Date.*** The 2018 Note shall be issued bearing interest at the Pre-Conversion Rate, which interest is includible in gross income (i.e. taxable) for federal income tax purposes. On the Conversion Date, if there shall be no Event of Default occurring or a default

such that with the passage of time and the giving of notice or both shall become an Event of Default, and if the Conversion Opinion in substantially the form attached hereto as Appendix B is delivered to the City and the Holder, the 2018 Note Rate shall be converted from the Pre-Conversion Rate to the Tax-Exempt Rate. In the event Bond Counsel is not able to deliver the Conversion Opinion on the Conversion Date, the 2018 Note will continue bearing interest at the Pre-Conversion Rate. If the Conversion Date is other than June 3, 2020, the City shall provide the Holder written notice of the Conversion Date at least 14 days prior to such date.

(b) ***City and Holder***. The City agrees to take any and all lawful actions to support the delivery by Bond Counsel of the Conversion Opinion, including without limitation the filing of such reports and information returns as Bond Counsel may deem necessary and advisable and the delivery of a 2018 Note reflecting the conversion to the Tax-Exempt Rate. Copies of such reports and information returns including an executed tax compliance certificate as well as the original of the new 2018 Note will be delivered to the Holder.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the 2018 Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of 2018 Note.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the 2018 Note.

(b) The 2018 Note will be a special obligation of the City secured solely by the Pledged Revenues and payable from the Pledged Revenues as provided in Section 4.03 of this Agreement. The 2018 Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the 2018 Note and the 2018 Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, or the use of any ad valorem tax revenues directly or indirectly to enforce such payment. The 2018 Note shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Covenant to Budget and Appropriate. Until the 2018 Note is paid pursuant to the provisions of this Agreement, subject to the next paragraph, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non Ad-Valorem Revenues and which are lawfully available to pay Debt Service on the 2018 Note, and to deposit to the Debt Service Fund hereinafter created, from such Non Ad-Valorem Revenues amounts sufficient to pay principal of and interest on the 2018 Note and other costs and expenses due and payable to the Holder under this Agreement as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-

Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such Non-Ad Valorem Revenues shall be in effect until such moneys are budgeted and appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include such amounts in each of its annual budgets and to pay such appropriated amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues nor does it give the Holder of the 2018 Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on notes and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted appropriated and deposited as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Holder of the 2018 Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the application of ad valorem revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Agreement or the 2018 Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Agreement nor the obligations of the City under the Resolution shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City other than the Pledged Revenues, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes. However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the 2018 Note in the manner described herein Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respect to the restrictions of Florida law, which provides that the governing body of each municipality may only make appropriations for each Fiscal Year which, in any one year, shall not exceed the amount to be received from taxation or other sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

There is hereby created and established the "City of Fort Pierce, Florida Capital Improvement Revenue Note, Series 2018 Debt Service Fund," which fund shall be a trust fund held by the City Finance Director, which shall be held solely for the benefit of the Holder as provided herein. Non-Ad Valorem Revenues shall be deposited in said Debt Service Fund as provided herein and shall be and constitute a trust fund created for the purposes stated herein, and

there is hereby a lien upon accordance with this Agreement. The money in the Debt Service Fund shall be continuously secured until such time as the 2018 Note are paid in full in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida.

Section 4.04. Tax Covenant. The City covenants to the Holder of the 2018 Note that on and after the Conversion Date the City will not make any use of the proceeds of such 2018 Note at any time during the term of such 2018 Note which would cause such 2018 Note to be an "arbitrage bond" within the meaning of the Code. The City further covenants on and after the Conversion Date to comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to insure the exclusion of interest on such 2018 Note from the gross income of the Holder thereof for purposes of federal income taxation.

Section 4.05. Anti-Dilution. During such time as the 2018 Note is Outstanding, the City agrees and covenants with the Holder that for each Fiscal Year of the City, "Total Revenues" and "Total Other Financing Sources" as indicated on the "Schedule of General Fund Revenues, Expenditures and Changes in Fund Balance" or any successor thereto as set forth in the City's general purpose financial statements for the General Fund of the City for such Fiscal Year, less any transfers to the City's General Fund from the City's solid waste fund, less any amounts received by the City from federal grants and state grants, less any funds utilized for capital leases to which the City is the lessee and less any other grants and any other Non-Ad Valorem Revenues which may not legally be used to pay debt service on the 2018 Note, plus the Ad Valorem Credit (as hereinafter defined), less the Maximum Bond Service Requirement for such Fiscal Year on Debt secured by and payable from a specific source of Non-Ad Valorem Revenues less the City's total of general government expenditures and public safety expenditures (the "Adjusted Revenues"), shall be equal to (i) at least 200% of the Maximum Bond Service Requirement on the 2018 Note and any other Debt (as defined in Section 4.06 hereof) of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Revenues and (ii) 100% of any amounts owed in regard to amounts drawn under any surety bond or similar instrument deposited to a reserve fund issued in regard to the Debt payable from a City covenant to budget and appropriate Non-Ad Valorem Revenues (collectively, the "Policy Costs"). The City agrees to provide the Holder with a certification that the anti-dilution test above has been satisfied and an accompanying calculation not later than 270 days after each Fiscal Year end.

For purposes of the above, "Ad Valorem Credit" means the amount of ad valorem taxes received by the City multiplied by the ratio of the total of general government and public safety expenditures by total expenditures and other financial uses (as such expenditures are reflected in the City's general purposes financial statements for such Fiscal Year).

Section 4.06. Future Debt Payable From Non-Ad Valorem Revenues. The City covenants that it will not issue any Debt subsequent to the issuance of the 2018 Note payable from amounts budgeted and appropriated from Non-Ad Valorem Revenues unless an independent auditor shall, prior to the issuance of such Debt, certify to the City that the Adjusted Revenues (as defined in Section 4.05) for the immediately preceding Fiscal Year is equal to (i) at least 200% of the Maximum Bond Service Requirement on all Debt to be outstanding following the issuance of such new Debt and (ii) 100% of any amounts owed for Policy Costs (as defined in various resolutions of the City). No such additional Debt may be issued without the prior written consent of all applicable bond insurers if any Policy Costs are past due and owing.

"Debt" for purposes of the immediately proceeding paragraph means as to any date (without duplication) all of the following to the extent that the maturity thereof is longer than one year, it is an obligation of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Revenues and such Debt is outstanding for purposes of the instruments pursuant to which it was issued: (1) Bonds (as defined in various resolutions of the City); (2) all obligations of the City for borrowed money evidenced by bonds, debentures, notes or other similar instruments, except as otherwise excluded from the definition of Debt; (3) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; and (4) all indebtedness of other persons to the extent guaranteed by the City.

Additionally, the City covenants that it will not issue any Debt subsequent to the issuance of the 2018 Note payable from amounts budgeted and appropriated from Non Ad Valorem Revenues unless an independent auditor shall prior to the issuance of such Debt certify to the City that the Adjusted Revenues defined as "Total Revenues, Other Financing Sources and Special Items" as indicated on the "Schedule of General Fund Revenues and Other Financing Sources" or any successor thereto as set forth in the City's independent audit for such Fiscal Year, less amounts received from ad valorem taxes, less any transfers to the City's General Fund from the City's solid waste fund, less any amounts received by the City from federal grants and state grants, less any funds utilized for capital leases to which the City is the lessee, less any other grants, less any other Non Ad Valorem Revenues which may not legally be used to pay debt service on the 2018 Note, less any such amounts of a non-recurring or special nature, less the Maximum Bond Service Requirement for such Fiscal Year on debt secured by and payable from a specific source of Non Ad Valorem Revenues included in "Total Revenues" (the "Adjusted Revenues"), for the immediately preceding Fiscal Year is equal to at least 350% of the Maximum Bond Service Requirement on all Debt to be Outstanding following the issuance of such new Debt and 100% of any amounts owed for Policy Costs. No such additional Debt may be issued without the prior written consent of all applicable bond insurers if any Policy Costs are past due and owing.

"Debt" for purpose of the test in the immediately preceding paragraph means as at any date (without duplication) all of the following to the extent that the maturity thereof is longer than one year, it is an obligation of the City payable from the City's covenant to budget and appropriate Non Ad Valorem Revenues and such Debt is Outstanding for purposes of the instruments pursuant to which it was issued: (1) the 2018 Note; (2) all obligations of the City for borrowed money evidenced by bonds, debentures, notes or other similar instruments, except as otherwise excluded from the definition of Debt; (3) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; and (4) all indebtedness of other persons to the extent guaranteed by the City.

Section 4.07. Financial Disclosures. At no cost to the Lender, the City will furnish to the Lender (i) within 270 days following the end of each Fiscal Year, a comprehensive annual financial report of the City for such Fiscal Year prepared in accordance with generally accepted accounting standards, and an audit report of an independent certified public accountant or firm thereof, (ii) within 30 days of the adoption thereof for each Fiscal Year, the general budget of the City, and (iii) any other financial information which the Lender may reasonably request.

Section 4.08. Notice of Default. The City shall within five days after it acquires knowledge thereof, notify the Holder in writing at its notice address provided in Section 6.04 hereof upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Holder, with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. Regardless of the date of receipt of such notice by the Holder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Section 4.09. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the City acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the City and (v) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the City on other matters); (b) (i) the Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Lender has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan documents; (c) notwithstanding anything herein to the contrary, it is the intention of the City and the Lender that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Lender is delivered solely to evidence the repayment obligations of the City under the loan document; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Lender has no obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the 2018 Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

Section 4.10. Permission to Use Information. The City agrees and consents that Holder shall be permitted to use information related to the loan transaction in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo or other identifying name on marketing materials or of "tombstone" advertisements in publications of its choice at its own expense.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of the 2018 Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the 2018 Note shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the 2018 Note or in this Agreement and such default shall continue for thirty (30) days from the earlier of (i) after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; or (ii) the date the City was required to provide written notice of such default to the Holder in accordance with this Agreement.

(d) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(e) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(f) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within 60 days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the 2018 Note shall bear interest at the Default Rate and all payments made on such 2018 Note during any such period shall be applied first to interest and then to principal. Acceleration of the payments due on the 2018 Note and any other payments due hereunder shall not be a remedy except upon the occurrence and continuation of an Event of Default specified in section (a) or (b) above, and if the Owner of any other Debt that is payable from a covenant to

budget and appropriate Non-Ad Valorem Revenues declares the entire principal amount of such other Debt immediately due and payable (including by a put or tender right).

Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under this Agreement, provided, the Holder shall never have the right to compel the exercise of the ad valorem taxing power of the City or the taxation in any form of any property to pay the 2018 Note or the interest thereon.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, a Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the 2018 Note then unpaid, at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the 2018 Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from only the Pledged Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in the 2018 Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the Pledged Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Remedies Cumulative. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.05. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy

under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the 2018 Note and all other sums payable to the Holder hereunder have been paid in full.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholder.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Lender, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Fort Pierce, Florida
100 North U.S. 1
Fort Pierce, FL 34950
Attention: City Manager

With a copy to:

James Messer, Esquire
City Attorney
100 North U.S. 1
Fort Pierce, FL 32778

(b) As to the Lender:

SunTrust Bank
501 S. Flagler Drive, 1st Floor

West Palm Beach, Florida 33401
Attention: Dane Sheldon

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the 2018 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the 2018 Note, but this Agreement, any amendment or supplement hereto and the 2018 Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the 2018 Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Non-Business Days. In any case where the date of payment of interest on or principal of the 2018 Note including the date fixed for any prepayment of the 2018 Note shall be other than a Business Day, then payment of such interest or principal shall be made on the next succeeding day on which the Holder is open for business with the same force and effect as if paid on the due date of such payment or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the 2018 Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of

any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the 2018 Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibit hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

Section 6.12. Waiver of Jury Trial. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON OR ARISING OF THIS AGREEMENT OR THE 2018 NOTE, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENT OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO THE 2014 NOTES OR THIS AGREEMENT.

Section 6.13. Documentary and Intangible Taxes. In the event that any intangible tax or documentary stamp is due from the Holder to any state or other governmental agency or authority because of the execution or holding of the 2018 Note, the City shall, upon demand, reimburse the Holder for any such tax paid.

[*SIGNATURES ON FOLLOWING PAGE*]

[*Signature Page for LOAN AGREEMENT*
dated as of May 23, 2018 between
the City of Fort Pierce, Florida and SunTrust Bank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

By:_____
Mayor

ATTEST:

_____
City Clerk

Approved As To Form and Correctness:

SUNTRUST BANK

_____
City Attorney

By:_____
Title: Vice President

EXHIBIT A

FORM OF NOTE

CITY OF FORT PIERCE, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2018

Principal	Maturity Date	Note Rate	Date of Issuance
$6,895,000	September 1, 2030	3.61% (subject to adjustment as provided in the Agreement)	May 23, 2018

The CITY OF FORT PIERCE, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of SUNTRUST BANK, a Georgia banking corporation or its assigns (the "Holder"), the Principal stated above on the Maturity Date and to pay (but only out of the sources hereinafter mentioned) principal in the amounts and on the dates set forth on **Schedule I** attached hereto, commencing on September 1, 2018, and to pay interest on the outstanding principal amount until payment of said principal sum has been made or provided for, at the Note Rate shown above calculated on the basis of a 360-day year of 12, 30-day months. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by ACH Direct Debit from a City designated account with SunTrust Bank or otherwise as the City and the Holder may agree. The Note shall not require presentment or delivery for prepayment or principal installment payments.

The Note Rate is subject to adjustment on the Conversion Date as provided in the Agreement and shall be adjusted in accordance with Sections 3.03 and 5.02 of that certain Loan Agreement by and between the Holder and the City, dated as of May 23, 2018 (the "Agreement").

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Prepayments. This Note shall be subject to prepayment at the option of the City, in whole but not in part on any Business Day on or after _____1, 2022, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. In addition, this Note shall be subject to prepayment at the option of the City, in part (in an amount not to exceed 10% of the principal amount of the 2018 Note Outstanding on the immediately preceding January 1) on any Business Day, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Any prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Noteholder not less than five (5) days prior to the specified

prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Holder, and finally to principal. **[**Prepayments of principal shall be applied as determined by the Holder in its sole discretion.**]**

Notice having been given as aforesaid, the principal amount to be prepaid shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on such principal amount. If, on the prepayment date, funds for the payment of such principal amount, and any redemption premium together with interest to the prepayment date on such principal amount, shall have been given to the Holder, as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue.

This Note is authorized to be issued in the outstanding principal amount equal to the Principal under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes the municipal charter of the City, and other applicable provisions of law, City Resolution No. _____ adopted by the City Commission on May 21, 2018 (the "Resolution"), and the Agreement and is subject to all terms and conditions of the Agreement and the Resolution.

This Note is a limited, special obligation of the City, payable from and secured solely by a lien upon and pledge of the Pledged Revenues, as described and in the manner provided in the Agreement.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein.

THIS NOTE SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST THEREON.

Upon the occurrence of an Event of Default, the Holder shall also have such other remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between the terms of this Note and the Agreement, this Note shall be controlled by the

terms of the Agreement and reference is hereby made thereto regarding interest rate adjustments and other matters.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein. This Note may be transferred only as provided in the Agreement.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by City Clerk of the City, either manually or with facsimile signature, and this Note is to be dated the Date of Issuance set forth above.

CITY OF FORT PIERCE, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is being delivered pursuant to the within mentioned Agreement.

CITY OF FORT PIERCE, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder:_____

By:_____

SCHEDULE I

DATE	PRINCIPAL
September 1, 2018	$80,000
September 1, 2019	55,000
September 1, 2020	70,000
September 1, 2021	590,000
September 1, 2022	605,000
September 1, 2023	620,000
September 1, 2024	640,000
September 1, 2025	660,000
September 1, 2026	675,000
September 1, 2027	695,000
September 1, 2028	715,000
September 1, 2029	735,000
September 1, 2030	755,000

EXHIBIT B

FORM OF CONVERSION OPINION

We have been engaged by City of Fort Pierce, Florida (the "City"), to act as bond counsel for the issuance and delivery (for purposes of the Internal Revenue Code of 1986, as amended, and the regulations, rulings and judicial decisions relevant to the opinion set forth below (the "Code")) of its Capital Improvement Revenue Refunding Note, Series 2018, (the "Note").

The Note was originally issued by the City on May 23, 2018 (the "Dated Date") as a taxable obligation in which interest at the Pre-Conversion Rate was includible in gross income under the Code until June 3, 2020 (the "Conversion Date"), which is the date of delivery of this Conversion Opinion. On this Conversion Date the interest rate on the Note has been converted to the Tax-Exempt Rate, which is a lower rate, and the Note has been deemed to be reissued to effect a current refunding for purposes of the Code. This opinion is intended to supplement our opinion dated as of the Dated Date, rendered in connection with the initial issuance of the Note.

The City has executed a Tax Compliance Certificate dated as of the Conversion Date (the "Tax Compliance Certificate") which sets forth certain requirements that must be satisfied in order that interest on the reissued Note is, and continues to be, excluded from gross income for federal income tax purposes.

In our capacity as Bond Counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of a transcript of proceedings of the City, the Tax Compliance Certificate, an executed Internal Revenue Service Form 8038-G, and such other documents and certificates as we have deemed relevant in rendering this opinion. As to questions of fact material to our opinion, we have relied upon the representations of the City contained in that Loan Agreement dated as May 23, 2018 between the City and SunTrust Bank (the "Agreement") and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law and as of the date hereof, that under the statutes, regulations, rulings and judicial decisions existing on the date hereof, interest on the Note is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence assume compliance by the City with certain requirements of the Code that must be met subsequent to the reissuance of the Note. Failure to comply with such requirements could cause such interest to be includible in gross income for federal income tax purposes retroactive to the date of reissuance of the Note. The City has covenanted in the Agreement to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the reissued Note.

This opinion is limited to the matters specifically set forth above and we offer no other opinion or advice as to any other aspect of the financing generally described herein. This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this

opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted

City Commission Regular Meeting **13.f.**

Meeting Date: 05/21/2018

Re:

SUBJECT:

Approval letter of support for Manatee Observation and Education Center for their grant application to Florida Department of State Division of Cultural Affairs.

Attachments

Support Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/15/2018 05:07 PM

Form Started By: Linda Cox Started On: 05/14/2018 05:45 PM

Final Approval Date: 05/15/2018

THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

May 21, 2018

Florida Division of Cultural Affairs
R.A. Gray Building
500 S Bronough Street
Tallahassee, FL 32399-0250

Dear Sir/Madam:

It is my pleasure to submit this letter in support of the Manatee Observation and Education Center (MOEC), endorsing its grant application to the Florida Division of Cultural Affairs for general operating support for 2019-2020.

MOEC is a fixture in our community as St. Lucie County's first non-profit, environmental learning center – teaching, guiding and inspiring stewardship of the Indian River Lagoon and its fragile inhabitants, including the Florida manatee. With the visionary partnership of the Florida Inland Navigational District (FIND), Main Street Fort Pierce, City of Fort Pierce, Fort Pierce Utilities Authority, Indian River State College and local business and community donors, MOEC became a cultural community gathering place and a catalyst for ecological education. Today, MOEC continues as an anchor in the economic revitalization of Fort Pierce, contributing to the local economy through cultural eco-tourism and attracting visitors from all over the world.

Funding from the Florida Division of Cultural Affairs will enhance MOEC's ability to expand their reach to include more of the scientific community and local partners, upgrade the species and habitats exhibited in the Center, and develop additional robust and engaging environmental education programs. Best of all, MOEC remains accessible to all who enjoy historic downtown Fort Pierce and its waterfront.

Thank you very much for this opportunity to express support for, and the desire to promote this endeavor.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting **13.g.**

Meeting Date: 05/21/2018

Re: Letter of Support - Expanded Re-Entry Services Grant

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of letter of support for the Office of Juvenile Justice and Delinquency Prevention Expanded Re-Entry Services Grant.

SUMMARY:

Letter of Support for the Office of Juvenile Justice and Delinquency Prevention Expanded Re-Entry Services Grant

RECOMMENDATION:

Approve

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Noemi Rios, Deputy City Clerk

COORDINATED WITH:

Linda Cox, City Clerk

Attachments

Letter of Support

Form Review

Form Started By: Noemi Rios Started On: 05/16/2018 08:17 AM

Final Approval Date: 05/16/2018

THE SUNRISE CITY
FORT PIERCE
Florida
OFFICE OF THE MAYOR
AND CITY COMMISSION

May 21, 2018

Administrator Caren Harp
810 Seventh Street NW
Washington, DC 20531

RE: OJJDP FY 2018 Second Chance Act Ensuring Public Safety and Improving Outcomes for Youth in Confinement and While under Community Supervision

Dear. Ms. Harp,

On behalf of the City of Fort Pierce I am submitting this letter of support for the Second Chance Act Ensuring Public Safety and Improving Outcomes for Youth in Confinement and While under Community Supervision grant application.

The City of Fort Pierce has struggled with high levels of youth gang violence, but since 2014, the City, and the Fort Pierce Police Department, in collaboration with other community partners, has invested significant time and resources to implement a comprehensive, evidence-based, and long-term approach to combating youth gang-violence in Fort Pierce through the Office of Juvenile Justice and Delinquency Prevention's Comprehensive Gang Model.

We are presently starting to witness the benefits of this program and have over the last two years seen significant reductions in gang crime, and improved public safety as a result of targeted policing strategies and intervention services for gang involved youth. We are now seeking to expand and enhance our re-entry and victims services programs to further improve outcomes for youth in confinement and while under community supervision.

The City of Fort Pierce currently employs the project coordinator of RTVYI and provides office and meeting space for the program, as support in the form of grants to the initiative for essential programming.

As the Mayor of Fort Pierce, and Co-Chair of the Roundtable of Saint Lucie County I am fully committed to work with the Police Department, the Roundtable of Saint Lucie County, local leaders, service providers, community leaders to implement enhanced re-entry services for program youth

Sincerely,

Linda Hudson
Mayor