

# CITY OF FORT PIERCE

## CITY COMMISSION AGENDA

Regular Meeting - Monday, February 3, 2020 - 6:30 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Pastor Obed Rivera, Iglesia de Dios Pentecostal
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
  - a. Approval of minutes from the January 21, 2020 regular meeting.
6. **PROCLAMATIONS**
  - a. Arbor Day Proclamation being received by Mike Reals, Paul Bertram, and the Keep Fort Pierce Beautiful Board.
  - b. 2-1-1 Awareness Week proclamation being received by Colleen Philipps of 211 Treasure Coast.
7. **LETTERS TO COMMISSION**
  - a. Email from Charlene Adair thanking Paul Thomas, Building Official, for his dedication to fulfilling his role while acknowledging his responsibility to the City and citizens of Fort Pierce.
  - b. Letter from Jaris Miranda thanking the Fort Pierce Police Department for their benevolent response to their nephew's stolen Christmas gift, and for working hard every day to keep his neighborhood safe.
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**

11. **CONSENT AGENDA**

- a. Approval of RFP No. 2018-004 Change Order No. 3 to Gator Dredging for the Intra-Coastal Water Way dredging in the amount of \$523,900.00.
- b. Approve grant award for Fenee Russ, owner of 1004 Avenue D, in the amount of \$5000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.
- c. Approve grant award for Tiffany Treston, owner of BGM Beauty Supply LLC, in the amount of \$10,000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.
- d. Approve grant award for Tiffany Treston, owner of A&K Grocery LLC, in the amount of \$9,992.06, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.
- e. Approval of First Amendment to Developer's Agreement for Development of King's Landing between FPRA, City of Fort Pierce and Audubon.

12. **PUBLIC HEARINGS**

- a. Resolution No. 20-R09 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 913 Avenue B to show cause why the structure located on the premises should not be condemned and demolished.
- b. Legislative Hearing - Ordinance No. 20-001 amending Chapter 2 - Administration, Article XIII - Municipal Code Enforcement. **SECOND READING**
- c. Legislative Hearing - Ordinance No. 20-002 amending Chapter 12 Parks, Recreation and Special Events, Article I - General, Section 12-101 Enforcement and Penalties. **SECOND READING**

13. **CITY COMMISSION**

- a. Resolution 20-R08 appointing Derrick Gibbons to the Police Community Advisory Committee as Commissioner Perona's appointee.
- b. Submittal of applications for Fort Pierce Youth Council

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**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

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:** 02/03/2020

**Re:**

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**SUBJECT:**

Approval of minutes from the January 21, 2020 regular meeting.

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**Attachments**

Minutes

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**Form Review**

Form Started By: Linda Cox

Started On: 01/29/2020 04:57 PM

Final Approval Date: 01/29/2020

# DRAFT

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 TUESDAY, **JANUARY 21, 2020.**

**1. CALL TO ORDER**

Mayor Hudson called the January 21, 2020 Regular Meeting of the City Commission to order at 6:30 PM.

**2. OPENING PRAYER - Pastor Craig Bridgers, The Crossing Community Church**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Reginald Sessions

Staff Present: City Clerk Linda Cox  
City Manager Nicholas Mimms  
City Attorney Peter Sweeney

**5. APPROVAL OF MINUTES**

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the Minutes from the January 06, 2020 regular meeting.

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

- a. Approval of Minutes from January 06, 2020 Regular Meeting

**6. PROCLAMATIONS**

There were no Proclamations presented.

**7. LETTERS TO COMMISSION**

- a. Letter from Matthew Samuel, District 35N Disaster Relief Chair, Fort Pierce Lions Club, expressing their gratefulness for the use of the building at 125 Fisherman's Wharf during their relief supplies collection drive for the Bahamas.
- b. Email from Vern Meyer in acknowledgement and appreciation of the professional manner with which Police Department staff came to his assistance.

**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.

Mike Jones – Item 10c.  
Susan Parry – Item 10c.

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

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve and set the Agenda.

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

Passed

## 10. MISCELLANEOUS REPORTS

### a. Preliminary Fourth Quarter Financial Report

Johnna Morris, Finance Director presented the preliminary Fourth Quarter Finance Report for the fiscal year ending September 30, 2019. Ms. Morris began the presentation with the Fund Evaluation Report. The only two funds underperforming are the Golf Course and Sunrise Theatre. Regarding the General Fund, some areas outperformed expectations such as the Ad Valorem Tax, Local Option Gas Tax, and the Utility Tax, and Interest on Investments. Regarding expenditures, there was an increase in the property and casualty insurance as a result of industry-wide increases due to disaster relief claims. In March there will be an RFP for rates to make sure we are getting the best option available.

### b. Monthly Financial Report for the Month Ending November 30, 2019

Ms. Morris presented information regarding the Monthly Financial Report for the month ending November 30, 2019. This presentation included the Fund Evaluation Report, General Fund revenue, and expenditures, Special Revenue Funds, Grant Administration, SHIP, Enterprise Funds which include Marina, Solid Waste, Golf Course, Sunrise Theatre, Building, and Stormwater.

The Commission inquired as to the status of the Golf Course. Mr. Mimms will provide an update at the upcoming Conference Agenda which will allow a discussion of how to address issues raised.

### c. Update on Animal Shelter Activities

Mr. Mimms introduced Peggy Arriaz, Code Compliance Manager and Mike Reals, Public Works Director who will give a presentation regarding the Animal Shelter Activities.

Ms. Peggy Arriaz and Mr. Mike Reals provided three updates during the presentation: the RFP; temporary animal shelter; and, updates to the current status of the renovations at the Savannah Road shelter location.

The RFP was issued on October 24, 2019. On November 09, 2019, the City of Fort Pierce took possession of the animal shelter facility on Savannah Road. Bids were due on December 12, 2019, and only one bid was submitted. On January 09, 2020, Purchasing Department recommended rejecting the submission due to failure to adhere to the scope of work and recommended rebidding with revised specifications. Ms. Arriaz clarified that the one bid received failed at the Purchasing Department level because it did not meet all the criteria; therefore, a Committee was not formed for review. Based upon feedback from organizations that did not bid on the project, the new RFP will be revised to be more specific to the Savannah Road location and take out verbiage that would normally be part of the contract phase. The original bidder is welcome to re-submit under the new RFP.

Regarding the Temporary Animal Shelter, the City of Fort Pierce has an Inter-local Agreement with St. Lucie County for use of the Temporary Animal Shelter through March 31, 2020. Port St. Lucie continues to utilize the shelter and participate in the Inter-local Agreement. The facility is managed by St. Lucie County Animal Safety, Services and Protection Division. The shelter has been operating at or near "no-kill" status.

Port St. Lucie has entered into an agreement with the Humane Society of St. Lucie County and will utilize the Glades Road facility only. They will no longer be a part of the Savannah Road facility.

Regarding the Savannah Road facility, since taking possession on November 09, 2019, the buildings were exterminated for bugs and rodents. The exterminator is on contract to maintain the traps monthly. An asset inventory was completed and given to Finance. The initial assessment of the facility was conducted to determine the most critical areas which need to be addressed. A plan to remove, repair or replace has been implemented. Mike Reals, Director of Public Works indicated the work that needs to be done is not currently budgeted. All salvageable materials were removed by Animal Control and St. Lucie County work crews for use by Fort Pierce Animal Control or at the Temporary Animal Shelter. The same work crews assisted with the removal of carpets, paneling, damaged or unusable furniture. This removal work is ongoing. Animal Control staff recommends the removal of all rusted chain links in the dog runs for the safety of the animals, staff, and volunteers. Staff

also recommends the removal of the ceiling and wall insulation due to water damage, insect and rodent infestation, and smell. Repairs that are needed include, but are not limited to repairing concrete in dog runs which are spalling and cracking; screen replacement in all screened enclosures, mold and water damage mitigation; repair missing bathroom facility; drywall repair; paint, and removal and replacement of flooring for repairs to damage. Ms. Arriaz included photographic evidence of the damage which requires repair and/or replacement.

Replacement priorities include but are not limited to electrical service throughout the facility including outlets and light fixtures; plumbing throughout the facility including underground cast-iron pipes; HVAC system throughout the facility; fire alarm system throughout the facility; all doors; siding.

Staff recommends negotiating with St. Lucie County to extend the Interlocal Agreement by ninety (90) days to allow for the full repair and replacement of the electric, plumbing, and HVAC systems throughout the facility.

The initial estimate for repairing/replacing the mechanical, electrical and plumbing (MEP) issues with the ceiling is \$125,000.00. The initial estimate of completing the renovation to minimum standards including the aforementioned MEP is approximately \$200,000.00 - \$250,000.00. The estimate for installing a temporary office for three months, including setup and removal, is \$9,500.00. The estimate for providing a temporary animal shelter while the upgrades are being performed is approximately \$40,000.00. The estimate to bring the facility up to the "best practices" standard will be greater than the \$200,000.00 to \$250,000.00 minimum standard and will depend on the level of improvement. These costs provided are rough estimates. The final costs will be determined after the bid process is complete. There is a possibility of reducing the costs by soliciting donations and assistance from the community. St. Lucie County has offered labor and financial assistance in exchange for vested interest and being a permanent partner.

Mr. Mimms will continue to provide updates as they are available on the status of this facility.

## 11. CONSENT AGENDA

- a. Approve letters to Senator Gayle Harrell and Representative Delores Hogan Johnson opposing HB 653 which would prohibit municipal electric utilities from using specified revenues to finance general government functions.
- b. Approve award of Bid No. 2019-024, North 17th Street Roadway Improvements (Orange Avenue to Avenue D) Construction contract to PAV-CO Contracting, Inc, Stuart, FL, in an amount not to exceed \$1,701,756.80.
- c. Approve Contractual Agreement for Main Street Fort Pierce to receive funding through Community Development Block Grant funds as approved in the 2019-2020 CDBG Action Plan in the total amount of \$50,000.
- d. Approve Contractual Agreement for Lincoln Park Main Street to receive funding through Community Development Block Grant funds as approved in the 2019-2020 CDBG Action Plan in the total amount of \$50,000.
- e. Approve request to reduce Building Department lien in the amount of \$33,760.00 against 1222 Avenue G, Fort Pierce, FL 34950 - Parcel ID Number 2404-442-0011-000/4, owned by McNair Empire LLC, 5259 NW South Lovett Circle, Port St. Lucie, FL 34986 with Jamie McNair, Registered Agent, to \$1,500.00.
- f. Approve request to reduce Building Department lien in the amount of \$22,050.00 against 3607 Oleander Avenue, Ft. Pierce, FL 34982 - Parcel ID Number 2433-114-0003-000/7 owned by House of Believers, Inc., 3607 Oleander Avenue, Ft. Pierce, FL 34982 to \$750.00 payable in 60 days.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve items 11a, 11b, 11c, 11d, 11e, and 11f.

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

## 12. PUBLIC HEARINGS

- a. Quasi-Judicial Hearing - Review and approval for an application for Conditional Use with No New Construction submitted by property owners Douglas & Elizabeth Andrews to establish a Dwelling Rental, offering lodging for less than six (6) months; with a minimum of thirty-one (31) days at 1180 Carlton Court, Unit 102A, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A), Parcel ID: 2401-620-0002-000-5.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney, Peter Sweeney, would read regarding Quasi-Judicial Hearings as they apply to all subsequent Quasi-Judicial Hearings tonight.

Before commencing this Quasi-Judicial Hearing, Peter Sweeney, City Attorney, reminded the City Commission that they serve in both a legislative and quasi-judicial role. When acting as a legislative body, the commission engages in law-making activity by passing laws and establishing policies. When acting as a quasi-judicial body, the commission applies those laws and policies and is held to stricter procedural requirements.

Quasi-judicial proceedings are less formal than proceedings before a circuit court but are more formal than the normal commission meeting. Quasi-judicial proceedings must follow basic standards of notice and due process; and, decisions must be made based on competent substantial evidence.

Therefore, Commissioners have a duty to conduct the quasi-judicial proceedings more like judges than legislators. That is why the commission has established the uniform procedures for quasi-judicial hearings that will be followed this evening.

Mayor Linda 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 and asked City Clerk to call the roll:

Commissioner Alexander - none.

Commissioner Johnson - none.

Commissioner Perona - none.

Commissioner Sessions - none.

Mayor Hudson – none.

Mayor Linda Hudson opened the public hearing.

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.

Staff Presentation: Mr. Vennis Gilmore, Planning Analyst provided an overview of the application for Conditional Use with No New Construction submitted by the property owners to establish a dwelling rental at 1180 Carlton Court, Unit 102A, Fort Pierce, Florida. Mr. Gilmore provided location maps as well as a zoning map which indicates the property is zoned R-4A which is Hutchinson Island Medium Density. The future land use is HIR which is Hutchinson Island Residential. Staff recommends approval subject to six (6) conditions:

1. The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.
4. There shall be a limitation of no more than no two (2) vehicles at the site.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.
6. The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

The synopsis for recommendation is based on Ordinance K-114 passed in 2001; Florida Legislature – 2011 which prohibits cities from denying short term rental rights and conditional uses are allowed; there are no City of Fort Pierce Code Enforcement or Fort Pierce Police

Department current violations; and, the Conditions of Approval are being added to protect the neighborhood. One hundred sixty-three (163) notifications were mailed to adjacent property owners. Eighteen (18) were in favor and sixteen (16) were opposed.

Commission questions for Staff: The Commission inquired as to how the designated property manager registers with the City of Fort Pierce. City Clerk Linda Cox clarified that the property manager registers as part of the Business Tax Receipt process.

Applicant presentation: Applicant Douglas Andrews, sworn was present. Mr. Andrews had no questions for Staff.

Public comment: None

Mayor Hudson seeing no one, closed the hearing for public comment.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 12a, the application for Conditional Use with No New Construction for 1180 Carlton Court, Unit 102A, Fort Pierce subject to six (6) conditions:

1. The property manager for the dwelling rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.
2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.
3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.
4. There shall be a limitation of no more than two (2) vehicles at the site.
5. The City of Fort Pierce Business Tax License number shall be included on all advertising.
6. The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

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

- b. Quasi-Judicial Hearing - Application for Conditional Use with No New Construction submitted by property owner Faye Owens and Applicant Tekeyshia Owens to operate a Daycare, at 1504 Avenue F, Fort Pierce, FL. The property is zoned Medium Density Residential Zone (R-4), Parcel ID: 2404-817-0036-000-5.

Mayor Hudson called the public hearing to order and reminded the Commission and Public that this proceeding is a Quasi-Judicial Hearing and that City Attorney Peter Sweeney has read the legal requirements into the record.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Alexander - yes.  
Commissioner Johnson - none.  
Commissioner Perona - none.  
Commissioner Sessions - none.  
Mayor Hudson – none.

Mayor Linda Hudson opened the public hearing.

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.

Staff Presentation: Rebeca Guerra, Assistant Planning Director provided an overview of the application for Conditional Use with No New Construction submitted by the property owner, Faye Owens and Applicant Tekeyshia Owens to operate a Daycare at 1504 Avenue F, Fort Pierce, Florida. Ms. Guerra provided site plan and zoning maps. The property has a future land use designation of medium density residential and has a zoning designation of R-4. Seventy notifications were mailed to property owners within five hundred (500) feet. Two (2)

were in favor and zero (0) were opposed. The request is consistent with the City of Fort Pierce Code and Comprehensive Plan; does not adversely affect the public health, safety, convenience and general welfare of the public; a Conditional Use for this property was granted in 2012 for the same requested use, and the Planning Board voted 5-0 to recommend approval. Staff recommends approval with one (1) condition: The applicant provides an update to the lighting proposal that was provided with the 2012 Conditional Use application or provide verification that lighting was installed with the approved building permit in accordance with City Code 22-60(j)(1)(a). The subject condition verification is required prior to the issuance of the Business Tax Receipt for the daycare.

Commission questions for Staff: The Commission inquired about the lighting condition update. Ms. Guerra stated that the minimum requirement for lighting is a 2.1 illumination which was required on the 2012 building permit application. The applicant will need to show proof from a lighting expert that the current lighting meets this standard.

Applicant's Presentation: Applicant Tekeyshia Owens, sworn, was present. Ms. Owens had no questions for Staff.

Public comment: none.

Mayor Hudson seeing no one, closed the public hearing.

Motion was made by Commissioner Reginald Sessions, seconded by Commissioner Rufus Alexander to approve item 12b, the application for Conditional Use with No New Construction for 1504 Avenue F, Fort Pierce subject to one (1) condition:

1. The applicant must provide an update to the lighting proposal that was provided with the 2012 Conditional Use application or provide verification that lighting was installed with the approved building permit in accordance with City Code 22-60(j)(1)(a). The subject condition verification is required prior to the issuance of the Business Tax Receipt for the daycare.

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

- c. Quasi-Judicial Hearing - Application for Conditional Use with New Construction and Design Review submitted by property owner St. Peter Evangelical Lutheran and Applicant Southcrest Management to construct and operate a Charter School, at 2900 South Jenkins Road, Fort Pierce, FL. The property is zoned Single Family Intermediate Density (R-2), Parcel ID: 2419-333-0001-000-2.

Mayor Hudson called the public hearing to order and reminded the Commission and Public that this proceeding is a Quasi-Judicial Hearing and that City Attorney Peter Sweeney has read the legal requirements into the record.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Alexander - yes.  
Commissioner Johnson - yes.  
Commissioner Perona - none.  
Commissioner Sessions - yes.  
Mayor Hudson - none.

Mayor Linda Hudson opened the public hearing.

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.

Staff Presentation: Rebeca Guerra, Assistant Planning Director, provided an overview of the Conditional Use with New Construction, Development and Design Review for a K-8 school at 2900 South Jenkins Road, Fort Pierce, Florida. Ms. Guerra provided a Site Map, Future Land Use Map, Site Plan and Zoning Map for the subject property. The proposed development is for the construction and operation of a charter school which will have no more

than 370 students. This proposal is consistent with the City Code and Comprehensive Plan; and, does not adversely affect the public health, safety, convenience and general welfare of the public. A Conditional Use is required for all schools. The Planning Board voted 5-0 to approve the request as presented. Thirteen (13) notifications were sent to property owners within five hundred (500) feet of the subject property. Returns were one in favor and one opposed. Staff recommends approval with three (3) conditions:

1. The applicant shall construct off-site improvements including, but not limited to, left-hand and right-hand turn lanes into the site and any additional improvements deemed necessary by the Traffic Review. All off-site improvements within the right-of-way shall be permitted and bonded through St. Lucie County.
2. The applicant has agreed to dedicate seven (7) feet of right-of-way along South Jenkins Road. The right-of-way shall be conveyed to the County within 90 days of the site plan approval or prior to the issuance of the first building permit, whichever comes first.
3. A Landscape Bond pursuant to City Code 22-180 shall be required before the final Certificate of Occupancy is approved for the site.

Commission questions for Staff: The Commission requested clarification regarding the turning movements. As part of the application process, the applicant was required to provide a Traffic Impact Statement. The Traffic Impact Statement was submitted to St. Lucie County for review who in turn sent it to a third party for review. The Commission inquired as to the County's basis for approval. Ms. Guerra clarified that the County's approval only pertains to the right-of-way.

Applicant Presentation: Mr. David Gelalia, sworn of KPM Franklin, Civil Engineers was present on behalf of the Applicant. Mr. Gelalia would like to correct the presentation by Staff about the number of students. The correct amount is 570 students. Mr. Gelalia had no questions for Staff. Mr. Gelalia would like to thank Staff for their support with this project. He is available to answer any questions which may arise.

Mr. Ayman Saidi, sworn, Director of Engineering with Traffic & Mobility was present on behalf of the Applicant. Traffic & Mobility has provided the Traffic Impact Analysis for this project which was submitted to the City of Fort Pierce and St. Lucie County for review. St. Lucie County provided some comments which were incorporated, and a revised Traffic Impact Analysis was submitted. The results showed a need for a right-turn lane and left-turn lane at the entrance to the site on Jenkins Road; and, improvement to the intersection of Edwards and Selvitz. The analysis shows the future condition of the intersection of Edwards and Selvitz, without the school, will be failing. By adding a right-turn lane and adjusting the timing of the light, it would create an acceptable level of service. The school was not the cause of this failure. The school will only be adding 6.3% of the total traffic that will impact that intersection.

Mayor Hudson opened the hearing for public comment.

Pastor Ted Rice, sworn – Supports application.  
Sandy Krischke, sworn – Supports application  
Maria Kunisch, sworn – Supports application  
Courtney Purnell, sworn – Supports application  
Brenda MacMenamin, sworn – Supports application  
John Lloyd, sworn – Supports application  
Ron McCaskill, sworn – Supports application  
Mark Ekzar, sworn – Supports application

Commission inquired if enrollment will be income-based. The school will be offered to all demographics and will attempt to mirror the demographics of the County. The Charter for the school has been completed and approved.

Commission discussed the addition of County conditions requiring off-site improvements. Mr. Ekzar, the construction contractor for the school, is concerned about the financial impact on the project regarding off-site improvements that are a distance away from the actual building site. Ms. Guerra said the condition for off-site improvements include but are not limited to the improvement at the intersection of Edwards and Selvitz. This requirement was imposed by the County because it is a County road. Mr. Ekzar is concerned that the requirement is imposed on this project to upgrade an already failing intersection. Jennifer Hofmeister further explained that the County has imposed the condition and it is outside the jurisdiction of the City of Fort Pierce. Commissioner Session inquired when this condition was imposed. This condition was not part of the Planning Board Approval. It was imposed between the Planning Board Meeting and today's hearing.

Mayor Hudson closed the public hearing for public comments.

Commissioner Johnson inquired about the new conditions received today. Jennifer Hofmeister confirmed that today she received additional conditions from the third-party consultant hired by the St. Lucie County. The County staff requested the revision to conditions. Prior to today, no comments had been received by the City of Fort Pierce from the third-party consultant. Jack Andrews has not reviewed the conditions but has reservations regarding an applicant having to improve an intersection located two miles away from the proposed development site where a right-turn lane is not going to benefit this project. Another site development that was approved is located closer to this intersection did not have this improvement requirement. The Commission further discussed the blanket language regarding off-site improvements being permitted and bonded through St. Lucie County. This is the standard language used when a project is located on a County road. Jennifer Hofmeister suggested removing the language "...and any additional improvement deemed necessary by the Traffic Review". The bottom line is the County will have the final say because they will be the entity to permit and bond this project within the right of way. Commissioners expressed disappointment with the County's actions and want to send a message.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Item 12c. Application for Conditional Use with New Construction and Design Review to construct and operate a Charter School at 2900 South Jenkins Road subject to three (3) conditions:

1. The applicant shall construct off-site improvements including, but not limited to, left-hand and right-hand turn lanes into the site and any additional improvements deemed necessary by the Traffic Review. All off-site improvements within the right-of-way shall be permitted and bonded through St. Lucie County.
2. The applicant has agreed to dedicate seven (7) feet of right-of-way along South Jenkins Road. The right-of-way shall be conveyed to the County within 90 days of the site plan approval or prior to the issuance of the first building permit, whichever comes first.
3. A Landscape Bond pursuant to City Code 22-180 shall be required before the final Certificate of Occupancy is approved for the site.

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

NAY: Commissioner Rufus Alexander, Commissioner Reginald Sessions

Passed

- d. Legislative Hearing - Ordinance No. 20-001 amending Chapter 2 - Administration, Article XIII - Municipal Code Enforcement. FIRST READING

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

ORDINANCE NO. 20-001

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE XIII – MUNICIPAL CODE ENFORCEMENT; AMENDING SECTION 2-244 – ENFORCEMENT PROCEDURE TO REFERENCE STATE STATUTE 162; DELETING SECTION 2-247 – ADMINISTRATIVE FINES; LIENS; DELETING SECTION 2-248 – DURATION OF LIEN; DELETING SECTION 2-249 – APPEALS; DELETING SECTION 2-250 – NOTICES; RE-NUMBERING SECTION 2-251 PROVISIONS OF ARTICLE SUPPLEMENTAL; AMENDING CHAPTER 2, ARTICLE XIII.5 – SUPPLEMENTAL MUNICIPAL CODE ENFORCEMENT PROCEDURES; AMENDING SECTION 2-260 (B) CLASSES OF VIOLATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Ms. Peggy Arriaz, Code Compliance Manager provided an overview of the proposed amendment to the Ordinance. The amendments to Chapter 2, Section 244 will be to remove the wording and replace it with " *All enforcement procedures and proceedings shall comply with Chapter 162, Florida Statutes as amended*". Code Enforcement will be following Florida Statutes. The change to Section 2-260 regarding Classes of Violations makes all Ordinances a Class I violation unless listed on the chart. Adult Entertainment is the only addition to the chart and will be a Class III violation. There is also a clerical correction on the chart to a chapter for Sea Turtle Lighting. The remaining changes are clerical in nature.

Mayor Hudson opened the Public Hearing.

Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Ordinance 20-001.

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

- e. Legislative Hearing - Ordinance No. 20-002 amending Chapter 12 Parks, Recreation and Special Events, Article I - General, Section 12-101 Enforcement and Penalties. FIRST READING

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

ORDINANCE NO. 20-002

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 12 PARKS, RECREATION AND SPECIAL EVENTS, ARTICLE I - GENERAL, SECTION 12-101 ENFORCEMENT AND PENALTIES BY AMENDING THE TITLE AND THE ENFORCEMENT AUTHORITY, PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Ms. Peggy Arriaz, Code Compliance Manager provided an overview of the proposed amendment to the Ordinance. When the Ordinance was previously amended, it did not allow for Code Enforcement to enforce the Ordinances of Chapter 12, only the Police Department. This amendment will allow Code Enforcement to enforce the violations of Chapter 12 in addition to the Police Department.

Mayor Hudson opened the Public Hearing.

Seeing no one, Mayor Hudson closed the Public Hearing

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Ordinance 20-002.

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

### 13. CITY COMMISSION

- a. Resolution No. 20-R04 appointing Charlie Hayek as Mayor Hudson's appointee on the Board of Adjustment.

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

RESOLUTION NO. 20-R04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT, PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Rufus Alexander to approve Resolution 20-R04 and appoint Mr. Charlie Hayek as Mayor Hudson's appointee on the Board of Adjustment.

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

- b. Resolution No. 20-R05 Appointing Solomon Lee to the Planning Board as Commissioner Sessions' appointee.

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

RESOLUTION NO. 20-R05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Resolution 20-R05 and appoint Mr. Solomon Lee as Commissioner Sessions' appointee to the Planning Board.

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

- c. Resolution No. 20-R06 determining that the structure located at 2607 Avenue D is unsafe and should be condemned and demolished. A hearing to determine this matter is scheduled before the City Commission on February 18, 2020.

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

RESOLUTION NO. 20-R06

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 2607 AVENUE D IN FORT PIERCE, FLORIDA, 34946 IS UNSAFE AND 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 BE 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 FEBRUARY 18, 2020 AT 6:30 PM, IN THE CITY COMMISSION CHAMBERS LOCATED AT 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA; AND PROVIDING FOR NOTICE TO ALL PARTIES.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve Resolution 20-R206.

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

- d. Resolution No. 20-R07 Establishing the City of Fort Pierce 2020 Census Complete Count Committee.

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

RESOLUTION NO. 20-R07

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ESTABLISHING THE CITY OF FORT PIERCE 2020 CENSUS COMPLETE COUNT COMMITTEE; RESPONSIBILITIES OF THE COMMITTEE, ELECTION OF PRESIDING OFFICER, MEETINGS, AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve Resolution 20-R207.

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

- e. Submittal of applications for Fort Pierce Youth Council

Mr. Mimms provided a brief overview of the formation of the Fort Pierce Youth Council. Mr. Joe Sweat, Marketing Specialist, has been working to recruit high school-aged applicants for the newly formed Fort Pierce Youth Council. Mr. Sweat stated we have received six (6) applications; three for youth within the City limits, and three located just outside the City limits. Recruitment has been done through social media, radio advertisements, and through the schools. Mr. Mimms asked the City Commission if they should continue to seek candidates who reside in the city limits or can the search include students of Fort Pierce Schools who may live outside the city limits. The Commission suggested to keep searching for candidates within the city limits. The program participants will earn community service hours. The search will continue under the current guidelines and will be reviewed at the next City Commission Meeting.

**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.

Kristin Murray

**15. COMMENTS FROM THE CITY MANAGER**

Mr. Mimms wishes to remind the Commission about a few dates: January 28, 2020 is the first stand-alone meeting of the FPRA and the agenda will include CRA Plan update; CRA recommendations will be brought forth; a report on Fisherman's Warf and development of that area; The Oaks at Moore's Creek phase II; residential development may be discussed; tax certificate purchase agreement; economic development strategies; updates on Sunrise Theatre activities, King's Landing, Lindsey School of Arts; resource officers for C.A. Moore and Dan McCarty schools; redevelopment of the 1100 block on Avenue D; and an update on FPRA financials. January 31, 2020 will be a full-day Strategic Planning Seminar.

City Attorney Peter Sweeney has no report.

**16. COMMENTS FROM THE COMMISSION**

Commissioner Alexander has no comments.

Commissioner Perona commented that he too lived in the on Indian River Drive. At that time speeding was also an issue. Mr. Mimms commented that police officers have been positioned on Indian River Drive. He feels physical impediments will be the only effective solution to slowing down the traffic on this road. Commissioner Perona requested Chief Hogley-Burney review the situation and bring a proposal before the Commission. Mr. Mimms suggested the City Engineer be involved in the process. Commissioner Perona will be away at the Florida Public Pension Trust training at the same time as the FPRA. He is working with Mr. Mimms on issues that will be on the agenda.

Commissioner Sessions has no comments.

Commissioner Johnson commented that the Indian River Drive Freeholders Association just had their annual meeting. They have been engaged in discussions regarding the traffic speed for this location.

Mayor Hudson commented that a good time was had by all at the Parade. Mayor Hudson extended her appreciation to the Fort Pierce Police Department and Fort Pierce Public Works for all of their hard work in making this a wonderful family event.

**17. ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned the meeting at 10:04 PM.

ATTEST:

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CITY CLERK

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MAYOR COMMISSIONER

**City Commission Regular Meeting**

**6. a.**

**Meeting Date:** 02/03/2020

**Re:** Arbor Day Proclamation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

Arbor Day Proclamation being received by Mike Reals, Paul Bertram, and the Keep Fort Pierce Beautiful Board.

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**Attachments**

Arbor Day

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**Form Review**

**Inbox**

City Manager

Form Started By: Miriam Garcia

Final Approval Date: 01/22/2020

**Reviewed By**

Nick Mimms

**Date**

01/22/2020 09:13 AM

Started On: 01/02/2020 04:32 PM

**WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS,** the holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world; and

**WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS,** trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal, and

**WHEREAS,** the City of Fort Pierce will be receiving the Tree City Award for the 31<sup>st</sup> consecutive year.

**NOW, THEREFORE,** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim March 7, 2020, as:

## **ARBOR DAY**

in the City of Fort Pierce and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

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 3<sup>rd</sup> day of February, 2020.

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**MAYOR/COMMISSIONER**

**City Commission Regular Meeting**

**6. b.**

**Meeting Date:** 02/03/2020

**Re:** 2-1-1 Awareness Week Proclamation

**Submitted For:** Linda Cox, City Clerk, City Clerk

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**SUBJECT:**

2-1-1 Awareness Week proclamation being received by Colleen Philipps of 211 Treasure Coast.

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**Attachments**

211 Awareness Week

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**Form Review**

**Inbox**

City Manager

Form Started By: Miriam Garcia

Final Approval Date: 01/22/2020

**Reviewed By**

Nick Mimms

**Date**

01/22/2020 09:13 AM

Started On: 01/02/2020 04:38 PM

**WHEREAS,** many times people need help in meeting life’s basic needs; and

**WHEREAS,** they may experience times of crisis and are not sure where to turn. 2-1-1 Helpline is that central access point providing people of all walks of life the guidance and support they need; and

**WHEREAS,** with over 10,000 requests for help last year; calls to 2-1-1 are free, confidential, 24/7, with text messaging and online chat also available; and

**WHEREAS,** 2-1-1 also has specialized advocacy and support programs that include, 2-1-1’s Help Me Grow catching children’s developmental delays early, and 2-1-1’s life-saving “Sunshine” daily phone calls that brighten the lives of local seniors; and

**WHEREAS,** 2-1-1’s newest program My Florida Veterans provides peer to peer support & help to readjust, providing linkage to services- for veterans and their families.

**NOW, THEREFORE,** I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim February 11<sup>th</sup> – 17<sup>th</sup> 2020 as:

## ***211 Awareness Week***

in the City of Fort Pierce and urge all citizens to be aware that if they are overwhelmed and in crisis or just need to talk...211 is available any time of day or night. 211 staff can also provide referrals for Mental Health Counseling, Substance Abuse, Health Care, Employment, Food Assistance, Day Care, Support Groups, Volunteering, VITA free income tax preparation and so much more.

**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 3<sup>rd</sup> day of February, 2020.

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**MAYOR/COMMISSIONER**

**City Commission Regular Meeting**

**7. a.**

**Meeting Date:** 02/03/2020

**Re:** Email from Charlene Adair

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Email from Charlene Adair thanking Paul Thomas, Building Official, for his dedication to fulfilling his role while acknowledging his responsibility to the City and citizens of Fort Pierce.

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**Attachments**

Email from Charlene Adair

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	01/23/2020 10:49 AM
City Manager	Nick Mimms	01/23/2020 10:49 AM
Form Started By: Jennifer Robinson		Started On: 01/22/2020 12:41 PM
Final Approval Date: 01/23/2020		

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**From:** Charlene Adair <cbadair4884@gmail.com>  
**Sent:** Wednesday, January 15, 2020 10:58 AM  
**To:** Paul Thomas <pthomas@cityoffortpierce.com>  
**Cc:** Nick Mimms <nmimms@cityoffortpierce.com>  
**Subject:** Thank you!

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Paul,

Thank you for your most informative presentation and discussion at the Commission Conference Agenda this past Monday. I was (and have been) impressed by your dignity, confidence, and willingness to stand up and do the right thing as you see it. Your dedication to fulfilling your role while acknowledging your responsibility to the City and to citizens is admirable.

Sincerely,

Charlene Adair

--

Charlene Adair  
772-285-3757

**City Commission Regular Meeting**

**7. b.**

**Meeting Date:** 02/03/2020

**Re:** Letter from Jaris Miranda

**Submitted For:** Nick Mimms, City Manager, City Manager

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**SUBJECT:**

Letter from Jaris Miranda thanking the Fort Pierce Police Department for their benevolent response to their nephew's stolen Christmas gift, and for working hard every day to keep his neighborhood safe.

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**Attachments**

Letter from Jaris Miranda

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Nick Mimms	01/23/2020 10:49 AM
City Manager	Nick Mimms	01/23/2020 10:49 AM
Form Started By: Jennifer Robinson		Started On: 01/22/2020 12:50 PM
Final Approval Date: 01/23/2020		

12/24/2019

**Fort Pierce Police Department**  
**920 US-1**  
**Fort Pierce, FL 34950**

Dear Fort Pierce Police Department,

Yesterday afternoon my nephews Christmas gift was stolen from our mailbox, my mother called 911 and reported the incident. My family and I were devastated wondering why someone would do something like this especially during the holidays. This morning my nephew woke up to officers dropping off some toys and it made his day and my families Christmas. You hear about things like this all the time on the news and the radio but never think to yourself it will happen to you or your loved ones. Today was proof that our police department not only fights crime but they are truly invested in our communities. I want to thank each and every one of the officers and staff that are working every day and even this holiday to keep our neighborhood safe. Also, I will personally make sure that this generous gesture does not go unnoticed. Thank you once again on behalf of my family, me and most importantly my nephew.

Merry Christmas,

Jaris Miranda



RECEIVED  
JAN 2 2020  
CHIEFS OFFICE/FPPD

**City Commission Regular Meeting**

**11. a.**

**Meeting Date:** 02/03/2020

**Re:** Approval of RFP No. 2018-004 Change Order No. 3 to Gator Dredging for ICWW Dredging

**Submitted For:** John Andrews, City Engineer, Engineering

---

**SUBJECT:**

Approval of RFP No. 2018-004 Change Order No. 3 to Gator Dredging for the Intra-Coastal Water Way dredging in the amount of \$523,900.00.

**SUMMARY:**

Approval of Change Order No. 3 to Waterfront Properties Services, LLC dba Gator Dredging in the amount of \$523,900.00. This is to remove approximately 7500 Cu. yds of spoil material from the Intra Coastal Water Way (ICWW) channel prior to the start of turtle nesting season per the request of the Army Corps of Engineers. Pending final approval of the City Attorney as to form and correctness.

**RECOMMENDATION:**

Approval

**ALTERNATIVES:**

Seek alternative bids and/or wait to start the project after turtle nesting season next year.

**RESPONSIBLE STAFF:**

Ed Seissiger, Engineering Project Manager

**COORDINATED WITH:**

Bret Sap, Project Superintendent Gator Dredging

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Fiscal Year:** 2019/2020  
**Account:** 401-4100-575-63-20  
**Amount:** \$523,900.00

**FISCAL IMPACT:**

This is a non budgeted item, Army Corps of Engineers has requested it to be completed prior to the start of turtle nesting season.

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**Attachments**

Change order No 3 RFP 2018-004

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## Form Review

### Inbox

Finance Department

City Manager

Form Started By: Ed Seissiger

Final Approval Date: 01/28/2020

### Reviewed By

Johnna Morris

Nick Mimms

### Date

01/27/2020 10:24 AM

01/28/2020 08:32 AM

Started On: 01/14/2020 09:35 AM

## CHANGE ORDER NO. 3

### City Marina Maintenance Dredging

**RFP No. 2018-004**

**DATE:** January 8, 2020

**CONTRACTOR:** Waterfront Properties Services, LLC dba Gator Dredging

**OWNER:** City of Fort Pierce

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ORIGINAL CONTRACT AMOUNT	:	\$ 374,000.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	\$ 427,487.60
NET CONTRACT AMOUNT <b>INCREASE</b> RESULTING FROM THIS CHANGE ORDER	:	<b>\$ 523,900.00</b>
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	<b>\$ 951,387.60</b>
CURRENT CONTRACT EXPIRATION DATE	:	August 2022
CONTRACT EXPIRATION DATE ADJUSTED BY THIS CHANGE ORDER	:	N/A

**CHANGES ORDERED:**

**I. GENERAL:**

Purpose of this change order is to adjust compensation to the contract for dredging of a shoal south of marker 188 in the Inter Coastal Water Way (ICWW) per the request of the Army Corps of Engineers. This dredging operation is for the removal of up to 7500 cu. yds of spoil material from the ICWW channel template.

All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

**II. REQUIRED CHANGES/COST ADJUSTMENTS:**

<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Amount</b>
Mobilization	LS	1	\$75,000.00	\$75,000.00
Demobilization	LS	1	\$35,000.00	\$35,000.00
Survey	EA	1	\$12,500.00	\$12,500.00
Dredging	CY	7500	\$31.30	\$234,750.00
Transport	CY	7500	\$10.00	\$75,000.00
Disposal	CY	7500	\$1.00	\$7,500.00
Spoil Site Management	LS	1	\$2,500.00	\$2,500.00
Mechanical Dewatering	LS	1	\$43,500.00	\$43,500.00
Dewatering Tubes	LS	1	\$19,875.00	\$19,875.00
Mobilization of Booster Pump	LS	1	\$18,275.00	\$18,275.00
Booster pump & Barge	LS	1	\$25,600.00	\$25,600.00
			<b>Total</b>	<b>\$523,900.00</b>

**III. JUSTIFICATION:**

The City requested these changes based on requests from the Army Corps of Engineers and discussions with the Contractor to meet permit requirements and reduce any potential regulatory violations.

**IV. PAYMENT:**

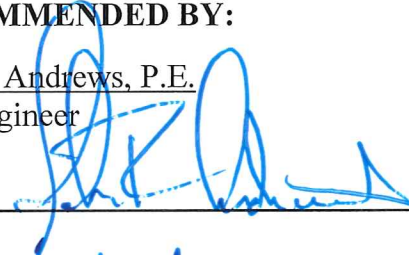
This change order work will increase the existing contract price by \$523,900.00 which will be funded by Marina Acct. No. 401-4100-575-63-20

**V. APPROVAL AND CHANGE AUTHORIZATION:**

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

**RECOMMENDED BY:**

John R. Andrews, P.E.  
City Engineer

By:  \_\_\_\_\_  
Signature

Date: 1/14/20 \_\_\_\_\_

**APPROVED AS TO FORM AND CORRECTNESS:**

Pete Sweeney  
City Attorney

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**APPROVED BY:**

Linda Hudson  
Mayor

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**ACCEPTED BY:**

William Coughlin- President  
Gator Dredging, LLC

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**City Commission Regular Meeting**

**11. b.**

**Meeting Date:** 02/03/2020

**Re:** Way to Grow Lincoln Park Grant Award - 1004 Avenue D Commercial Facade

---

**SUBJECT:**

Approve grant award for Fenee Russ, owner of 1004 Avenue D, in the amount of \$5000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.

**SUMMARY:**

2018-19 CDBG allocates funds for commercial facades of up to \$5000. Fenee Russ has requested the building has exterior renovations to include paint and stucco, replace front door, ADA accesibility, and minor cosmetic enhancements. The application provided quotes for work and exterior renovation plans.

**RECOMMENDATION:**

Approve grant award for 1004 Avenue D to cover exterior facade improvements

**ALTERNATIVES:**

Do not approve this award

**RESPONSIBLE STAFF:**

Caleta Scott, Manager, Grants Administration Division

**COORDINATED WITH:**

Lincoln Park Revitalization Coordinator

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2018  
**Account:** 10390025548341  
**Amount:** 5000

**OTHER INFORMATION:**

This expenditure will be reimbursed to the City via 2018-19 CDBG funds.

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**Attachments**

Grant Agreement

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Finance Department	Johnna Morris	01/27/2020 10:23 AM

City Manager  
Form Started By: Caleta Scott  
Final Approval Date: 01/28/2020

Nick Mimms

01/28/2020 08:51 AM  
Started On: 01/22/2020 12:38 PM

**AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF FORT PIERCE**, hereinafter referred to as the “Grantor” and **CHARLES RUSS, HASSIE RUSS AND FENEE RUSS**, hereinafter referred to as the “Recipient”.

**WITNESSTH**

**WHEREAS**, Recipient is in the process of remodeling the commercial property located at **1004 AVENUE D, Fort Pierce, Florida**; rehabilitating a structure that was previously in a serious state of blight and decay; and

**WHEREAS**, the Grantor has approved the granting of available Community Development Block Grant (CDBG) funds, not to exceed the amount of **\$5,000.00 (Five Thousand Dollars)**; and

**WHEREAS**, the Grantor has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support commercial rehabilitation, neighborhood revitalization and job creation; and

**WHEREAS**, Recipient warrants and represents he/she is the current legal owner of **1004 AVENUE D, Fort Pierce, Florida**, further described as Parcel Identification Number **2409-501-0131-000-6** in the records of the St. Lucie County Tax Assessor, and possesses legal authority to enter into this Agreement; and

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. This specific grant is for rehabilitation and improvements of real property owned by the Recipient. The specific rehabilitative building improvements to be provided, including intended or anticipated uses for the Grant funds by Recipient are set forth in Exhibit “A” to this Agreement.
2. The requirements for approval and reimbursement of expenditures of Grant funds contemplated by this Agreement are set forth in Exhibit “B” of this Agreement.
3. This Agreement shall take effect on the date executed by the Grantor and shall conclude on or before September 30, 2020.
4. Grantor agrees to reimburse 100%, upon submission of approved invoices, as specified in the Agreement and Exhibits thereto, up to the agreed amount of **\$5,000.00 (Five Thousand Dollars)**, to be submitted by Recipient for review and consideration by Grantor no later than **September 30, 2020**, within the stated term of this Agreement. Recipient agrees to submit invoices and proof of payment to the Grantor for payment of approved expenditures covered by this Agreement and schedule time for City Staff to inspect performed work.
5. All funds from Grantor to Recipient are being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Exhibit A. Recipient shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities. Recipient shall not claim reimbursement for any portion of its obligations which it has been paid by another source of revenue.

6. Publications, press releases, media productions, etc., produced by the Recipient shall include the following statement:

**Sponsored in part by a grant award from the City of Fort Pierce's Historic Avenue D Business District Commercial Façade Improvement Program.**

7. **Davis Bacon Requirements.** The Davis-Bacon and related Acts (DBRA) require that contractors and subcontractors pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics. All contractors and sub-contractors performing tasks related to this commercial façade grant are required to submit completed Davis Bacon documentation for each payroll provided during the course of this project.
8. Recipient agrees to submit to Grantor written progress/status reports, through the City Grants Administrator, on a monthly basis, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project.
9. The Recipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the rehabilitation services performed under this Agreement, and shall further document all transactions so that all expenditures may be properly audited. Recipient expressly agrees that funds received by it through this Agreement shall not be used for any purpose outside the scope defined in this Agreement except that the parties may jointly agree in writing hereinafter to such further uses for the funds as may be necessary to accomplish goals and objectives contemplated under this grant. Recipients, shall retain all project records, books, papers, receipts, and documents for a period of not less than five (5) years after the project terminates and grants the Grantor, at its election, the option of retaining upon completion of the work such records as it might deem appropriate to hold in public custody of the Grantor.
10. The Recipient agrees that the Grantor or any authorized representative may have access to and the right to examine all records, books, papers, receipts, or documents related to the grant or the Recipient's programs benefited by the grant and the Recipient warrants that all such project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates.
11. The Recipient agrees to obtain all necessary permits for intended improvements or activities within the scope of funding provided for by this Agreement.
12. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence or liabilities committed by or incurred by the Recipient, its staff or clientele.
13. Recipient hereby agrees to defend, hold harmless, and indemnify the Grantor, its' agents, servants, and employees from and against any and all claims, liabilities for debts, losses obligations, or causes of action which may arise from any negligent or intentional misconduct, act or omission of the Recipient, its agents, servants, or employees in the performance of any services contemplated under this agreement.
14. No payment, however, final or otherwise, shall operate to release the Recipient from any obligations under this Agreement.
15. Nothing contained in this Agreement is intended to, nor shall it be construed in any manner to create or

establish an employer-employee relationship, joint venture, partnership, or any other legal relationship between the parties, nor shall any employee or agent of the Recipient by virtue of this Agreement be an employee of the Grantor for any purpose whatsoever, nor shall any employee or agent of the Recipient be entitled to any of the rights, privileges or benefits of Grantor's employees. The Recipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. The Recipient assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. Under no circumstances shall the Grantor be deemed a contractor, employer or project owner for purposes of Florida Statutes § 440.10.

16. The Recipient shall maintain at all times a general policy or policies of insurance so as to insure the work in progress, including coverage for public liability, fire, flood, worker's compensation and comprehensive loss.
17. The obligations of the Grantor under this Agreement are subject to the availability of funds lawfully appropriated for its purposes by the Grantor, as well as Recipient's compliance with any conditions and terms imposed herein.
18. The Recipient warrants and represents they possess the authority to enter into this Agreement, that there are no restrictions or prohibitions contained in any Article of Incorporation or By-laws against entering into this Agreement, and that it possesses the authority and ability to undertake all obligations required of them in this Agreement.
19. The Grantor reserves the right to terminate this Agreement or to reduce the contract funding provided for herein, or to obtain reimbursement of monies previously paid if the Recipient:
  - a. Fails to file required reports; or
  - b. Materially fails to comply with any provision of this Agreement; or
  - c. Expends funds under this Agreement for activities, services, or items outside the scope of what is provided for herein.

In the event Grantor terminates this Agreement, the Recipient shall be required to return all funds not used as of the date of termination.

20. Any notice, request, demand, or other communication required or permitted by this Agreement shall be made in writing and shall be provided by any of the following methods and to the following parties and locations:
  - a. Hand delivery
  - b. Mailed registered or certified mail, return receipt requested.

**GRANTOR:**

City of Fort Pierce  
PO Box 1480  
Fort Pierce, FL 34954

**COPIES TO:**

Grants Administration Division  
100 North U.S. Hwy. 1  
Fort Pierce, FL 34950

**RECIPIENT:**

Name: **CHARLES RUSS, HASSIE RUSS AND FENEE RUSS**

Address: **1805 N 16<sup>TH</sup> STREET, FORT PIERCE, FLORIDA 34950**

21. This Agreement shall be governed by the laws of the State of Florida and venue shall be in St. Lucie County, Florida.
22. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.
23. Recipient warrants and represents that all of its employees are treated equally during employment without regard to race, creed, religion, color, age, sex, family status, national origin or handicap. Recipient warrants and represents that they shall not deny assistance to exclude any person from participation any person or entity based on race, creed, religion, color, age, sex, family status, national origin or handicap.
24. Recipient warrants that it will establish and adopt policies and safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, whether for themselves or those with whom they have business, family, or other ties.
25. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter in this Agreement that are not contained in this Agreement. Accordingly it is agreed that no deviation from the terms herein shall be allowed. Any modification or alteration of this Agreement shall be by written document executed with the formality and of equal dignity herewith.
26. Without the written consent of the Grantor, this Agreement is not assignable by Recipient.
27. If any term or provision herein or the application thereof shall be held invalid or unenforceable as to any person or circumstance, then the application of such term or provision to other persons or circumstances shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the Grantor and the Recipient have executed this Agreement as of the date first about written.

**CITY OF FORT PIERCE, FLORIDA**

Grantor:

Attestation:

By: \_\_\_\_\_  
Linda Hudson  
Mayor

By: \_\_\_\_\_  
Linda Cox  
City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Pete Sweeney  
City Attorney

Recipient: \_\_\_\_\_

By: \_\_\_\_\_  
**Signature of Person Eligible to Sign on Behalf of Business**

**EXHIBIT A**

1. This Historic Avenue D Business District Commercial Façade Improvement Grant Award to **CHARLES RUSS, HASSIE RUSS AND FENEE RUSS** is for the renovation of property located at **1004 AVENUE D, FORT PIERCE, FL 34950**. This grant will provide funds to assist with property improvements, including landscaping, fencing, signage, as submitted in the attached grant application.
  
2. The Recipient will provide to the Grantor proof of the following prior to receiving reimbursement payment(s):
  - a. Copies of all invoices and proof of payment for purchases associated with this award;
  - b. Inspection of project by City Staff; and
  - c. Monthly Progress Reports.
  
3. The Recipient will include language in any contract and subcontract to contractually commit each agent, contractor and sub grantee to compliance with this agreement.
  
4. If, at any time, the Recipient is unable to comply with any provision of this agreement, the Grantor shall be notified immediately.
  
5. Funds awarded under this grant contract must be expended by September 30, 2020. Expended means the purchases identified herein have been fulfilled, as evidenced by documentation of final payment to Recipient by Grantor.

**APPROVED GRANT AWARD            \$5,000.00**

In order to insure expenditure of funds, Recipient will provide to the Grantor no less than a monthly status report on the progress of the project(s).

**Exhibit B**

Commercial Façade Grant  
Award Disbursement Schedule

X Funds shall be disbursed upon receipt of invoice(s) for services or materials, proof of payment of said invoice(s) and visual inspection of materials and/or work performed by City Staff.

**City Commission Regular Meeting**

11. c.

**Meeting Date:** 02/03/2020

**Re:** Way to Grow Lincoln Park Grant Award - BGM Beauty Supply LLC

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**SUBJECT:**

Approve grant award for Tiffany Treston, owner of BGM Beauty Supply LLC, in the amount of \$10,000.00, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.

**SUMMARY:**

2018-19 CDBG allocates funds for small businesses of up to \$3000. The partnership with Allegany Franciscan Ministries presented grant funding of up to \$7000 for each small business in this program. Ms. Treston requested monthly rent for 2 months, reimbursement for some inventory and direct payment for other startup inventory costs. Tiffany's full application included business plan, presentation, receipts for supplies purchased, quotes for inventory, as verification for startup expenses.

**RECOMMENDATION:**

Approve grant award for BGM Beauty Supply LLC to cover small business startup expenses

**ALTERNATIVES:**

Do not approve this grant award

**RESPONSIBLE STAFF:**

Caleta Scott, Manager, Grants Administration Division

**COORDINATED WITH:**

Lincoln Park Revitalization Coordinator

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2018  
**Account:** 10390025548410  
**Amount:** 3000.00

**OTHER INFORMATION:**

This expenditure will be reimbursed to the City via 2018-19 CDBG funds.

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**Attachments**

Grant Agreement  
Application & Supporting Documents

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## Form Review

### Inbox

Finance Department

City Manager

Form Started By: Caleta Scott

Final Approval Date: 01/28/2020

### Reviewed By

Johnna Morris

Nick Mimms

### Date

01/27/2020 10:23 AM

01/28/2020 08:50 AM

Started On: 01/22/2020 12:32 PM

## AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **BGM Beauty Supply LLC**, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

## **WITNESSETH**

**WHEREAS**, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

**WHEREAS**, the Fort Pierce City Commission, on July 20, 2015 approved the 2016-2020 5 Year Consolidated Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

**WHEREAS**, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.
2. This Agreement shall take effect on the date executed by the **Grantor**.
3. **Grantor** agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient**, up to the agreed amount of **\$10,000.00 (Ten Thousand Dollars)**. The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.
4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2018-2019 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.
5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

**Sponsored in part by the City of Fort Pierce's Way to Grow Lincoln Park Startup or Relocate Grant Program**

6. Recipient agrees to submit to **Grantor, through the Grants Administration Division**, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

7. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2020**.

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and

Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over \$5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of \$5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than \$5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is \$5,000 or more, disposition instructions should be requested from HUD.

**The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.**

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

- A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.
- B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than \$300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.
- C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.
- D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

- E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.
- L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

### 13. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate

an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

- B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
- 1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
  - 2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
  - 3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.
- C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:
- 1) Fails to file required reports or to meet project progress or completion deadlines;
  - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
  - 3) Expends funds under this Agreement for ineligible activities, services or items;
  - 4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;
  - 5) Violates Labor Standards requirements, or
  - 6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

#### 14. Other Provisions

##### A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

- 1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

- 3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- 7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

**B. Equal Opportunity in Participation**

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

**Specific (not exclusive) Discriminatory Actions Prohibited:**

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

- 1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- 2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a

different from that provided to others under the program or activity.

- 3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- 4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- 5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- 6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

- 1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
- 2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of \$2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and

the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the

requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

**IN WITNESS THEREOF**, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST: GRANTOR:  
CITY OF FORT PIERCE

\_\_\_\_\_  
Linda Cox, City Clerk

\_\_\_\_\_  
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: \_\_\_\_\_  
Pete Sweeney, City Attorney

SUBRECIPIENT: **BGM Beauty Supply, LLC**

By: \_\_\_\_\_  
**Tiffany Treston**

Print: \_\_\_\_\_

Title: **Owner**

Today's Date: \_\_\_\_\_



THE SUNRISE CITY  
**FORT PIERCE**  
GRANTS ADMINISTRATION  
DIVISION *Florida*

Received

JAN 22 2020

City of Fort Pierce  
City Manager's Office

**To:** Nick Mimms, P.E., City Manager  
**From:** Caleta Scott, Manager, Grants Administration Division  
**Thru:** Johnna Morris, Director of Finance  
**RE:** WAY TO GROW, Lincoln Park! – BGM Beauty Supply, LLC  
**FINAL GRANT REVIEW**  
**Date:** January 22, 2020

Please review the final grant award details for BGM Beauty Supply. An invoice is attached for your reference.

This payment is covered under the 2018 CDBG allocation for "Technical Assistance for Small Business" and Allegany Franciscan Ministries Way to Grow, Lincoln Park! (Private Source) grant.

<b>Funding Source</b>	<b>Account</b>	<b>Amount</b>
CDBG	103-9002-554.84-10	\$3,000.00
ALLEGANY (Private)	103-9002-554.84-10	\$7,000.00
<b><u>GRANT AWARD(S):</u></b>		<b>\$10,000.00</b>
<b><u>GRANT RECIPIENT:</u></b>	<b>BGM Beauty Supply, LLC</b>	

This approved review will accompany all Finance Department requisition processing.

Thank you.

APPROVED  
1/24/20



Received

Date application received  
(to be filled out by City):

NOV 19 2020

Grants Administration

**City of Fort Pierce  
Historic Avenue D Business District  
Small Business Startup/Relocation Grant Program**

**Application**

1. Name of Business: BGM beauty Supply

2. Type of Business: Beauty Supply Store

3. Business Owner:

Name: Tracy Treston

Address: 3433 SE Bevil AVE Port St. Lucie FL 34984

Phone (Best Contact #): 772 380 7452

4. Business Relocation Information (for **EXISTING** businesses **RELOCATING** to Target Area)

Business Previous Address: \_\_\_\_\_

How Long Have You Been in Business? \_\_\_\_\_

Identify all anticipated relocation expenses:

Rent Differential: \$ \_\_\_\_\_

Moving Cost: \$ \_\_\_\_\_

Initiation & Hook-up of Utilities: \$ \_\_\_\_\_

Equipment Setup Costs: \$ \_\_\_\_\_

Interior Remodeling: \$ \_\_\_\_\_

Signage: \$ \_\_\_\_\_

Fees (permits, deposits, etc.): \$ \_\_\_\_\_

Other (list at right): \$ \_\_\_\_\_

Total Anticipated Expenses: \$ \_\_\_\_\_

**Note:** Provide written estimates (with contact info for each estimate) for each expense listed above)

5. Business Startup Information (for **NEW** businesses **OPENING** in Target Area)

Identify all anticipated expenses:

Rent: \$ 852

Initiation & Hook-up of Utilities: \$ 500

Equipment Setup Costs: \$ \_\_\_\_\_

Interior Remodeling: \$ \_\_\_\_\_

Signage: \$ \_\_\_\_\_

Fees (permits, deposits, etc.): \$ \_\_\_\_\_

Other (list at right): \$ Inv 8000 - Inventory

Total Anticipated Expenses: \$ 10797

**Note:** Provide written estimates (with contact info for each estimate) for each expense listed above)



**City of Fort Pierce  
Historic Avenue D Business District  
Small Business Startup/Relocation Grant Program**

6. Business Plan prepared by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Best Contact #): \_\_\_\_\_

**Statement of Understanding**

The applicant (undersigned) agrees to comply with the guidelines of the Historic Avenue D Business District Business Startup/Relocation Grant Program.

Approved recipients of this grant award may opt to have invoices paid directly from the Grants Administration Division to the grant recipient's selected vendors or to receive the grant funds as a reimbursement when approved invoices and proofs of purchase are provided for reimbursement.

The applicant further understands that the applicant must submit detailed cost documentation to be considered for this grant award.

Business Owner Signature: Tracy Treston Date: 11-19-19

Business Owner Name (Print) Tracy Treston

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Name (Print) \_\_\_\_\_

**Return this application with proper signatures and all required attachments to:**

City of Fort Pierce Grants Administration Division / Attn: Historic Avenue D Business District Business Startup/Relocation Grant Program / Fort Pierce City Hall / 100 North U.S. Hwy. 1 / Fort Pierce, Florida 34950.

*Strategic & Tactical Business Plan  
For*

***BGM Beauty Supply LLC***

*“Located In The Lincoln Park Community bringing back  
That Black Girl Magic Essence to the community”*

**1620 Avenue D  
Fort Pierce, Florida 34950**



**Phone Number: (772) 380-7452**

**Email Address:**

**[mainstreet772@aol.com](mailto:mainstreet772@aol.com)**

**Outline Editor – Master Outline**

**1 Cover Page**

**2 Confidentiality Agreement**

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3.2 Mission

3.3 Keys to Success

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*Strategic & Tactical Business Plan*

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**8.0 Management Summary**

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- 9.7 Explanation of Business Ratios
- 9.8 Explanation of Long-term Plan

**10.0 Web Plan Summary**

- 10.1 Web Marketing Strategy
- 10.2 Development Requirements

## **2. Confidentiality Agreement**

This agreement is to acknowledge that the information provided by *BGM Beauty Supply LLC* in this business plan is unique to this business and confidential; therefore, anyone reading this plan agrees not to disclose any of the information in this business plan without the express written permission of *BGM Beauty Supply LLC*. It is also acknowledged by the reader of this business plan that the information furnished in this business plan, other than information that is in the public domain, may cause serious harm or damage to *BGM Beauty Supply LLC* and will be kept in the strictest confidence.

Upon request, this document is to be immediately returned to *BGM Beauty Supply LLC*.

Signature \_\_\_\_\_

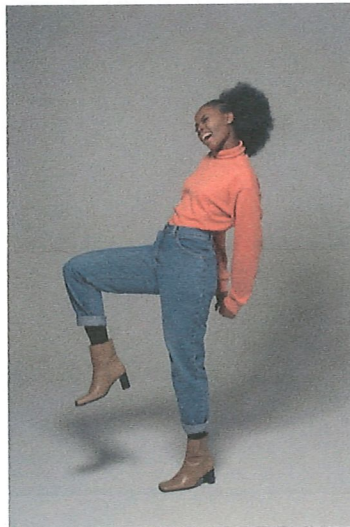
Name (typed or printed) \_\_\_\_\_

Date \_\_\_\_\_

This is the business plan for *BGM Beauty Supply LLC*. The presentation of this business plan does not imply an offering of securities.

### 3. EXECUTIVE SUMMARY

There is an opportunity in Fort Pierce, Florida to open an innovative successful neighborhood Beauty Supply Store. Tracy Treston recognizes this opportunity and has decided to go forward with her new company named *BGM Beauty Supply LLC*. The company will penetrate the market in the business of operating a conveniently located beauty supply store that provides a comprehensive inventory of essential beauty products items that include organic shampoo, organic conditioners, hair treatment, organic hair color, plant based hair color, hair oil, face care products, bonnets, wigs, hair bundles, hair ties, bubbles, leggings, shoes, eye lashes, organic and free from animal testing cosmetic products. Tracy Treston also recognizes the opportunities for offering a courteous and knowledgeable staff of well trained personnel who provide exceptional customer service in a clean and inviting location with extended hours of operation. *BGM Beauty Supply LLC* will serve its area of business working to make its operations more productive while at the same time controlling expenses.



The money required getting the company organized and structured has been provided by Tracy Treston. To make this company a reality, there will be an amount needed of \$12,000.00. Tracy Treston will be investing \$2,000 leaving a balance of \$10,000.00, which will come as a grant. The \$12,000.00 is the complete amount needed to open and operate this business. The money will be allocated to take care of all the requirements including lease of premises, equipment, inventory and miscellaneous operating expenses.

This business is based on two vital components:

1. Excellent management that has a mastery of choosing the right product and the right service at the right time with a mastery of knowing what its total market is and how to keep gaining a greater share of that market.

## Strategic & Tactical Business Plan

2. Providing an excellent product or service that is not only well accepted now but also whose acceptance and use will continue to grow at an accelerated rate into the future.

*BGM Beauty Supply LLC* will coordinate worker productivity with increasing market demand to ensure continued company growth and development. Its approach emphasizes the individual participation of every employee and member of this organization and the total process of building the company to acquire an ever-increasing market share.

By guiding and helping employees with knowledge and awareness, it will build a solid foundation for achieving its most ambitious goals. *BGM Beauty Supply LLC* realizes that this is an ideal time to establish its business in this expanding industry and progressive community improvement direction and will steadily move forward in a steady progression over the next five years.

Some of the highlights of its strategy are here briefly summarized:

- ✓ *BGM Beauty Supply LLC* has talent and experience that is superior for the marketplace.
- ✓ Profitability is assured by its preparation of knowing what the market requirements are presently and what they are to be in the next several years.
- ✓ With its strategy and budget in place, sales are expected to multiply rapidly, and the company expects to move in on the leaders in the industry.

### **3.1 OBJECTIVES**

*BGM Beauty Supply LLC* has definite objectives in order to fulfill its desire to participate and achieve an ever-growing market share of the exciting industry that it is entering. What follows is a brief summary of the key objectives of *BGM Beauty Supply LLC*:

1. Penetrate the market in the business of operating a beauty supply store.
2. Develop employee capabilities to ensure a strong foundation for participation in a rapidly growing company.
3. Increase sales and revenue at a rate no less than 10% per year.

### **3.2 MISSION STATEMENT**

*BGM Beauty Supply LLC* is a company that will strive to excel in the business of operating a conveniently located beauty supply store that provides a comprehensive inventory of essential beauty products that include items that include organic shampoo, organic conditioners hair treatment, organic hair color, plant based hair color, hair oil, face care products, bonnets, hair toes bubbles, leggings, shoes, eye lashes, organic and free from animal testing cosmetic products, skin care products that are natural and vegan, What makes *BGM Beauty Supply LLC* different and special is that *BGM Beauty Supply*

### Strategic & Tactical Business Plan

*LLC* will offer a courteous and knowledgeable staff of well trained personnel who provide exceptional customer service that will embrace our community and make their customers feel welcomes and loved in their own skin. While also providing a clean and inviting location with extended hours of operation

## **3.3 KEYS TO SUCCESS**

*BGM Beauty Supply LLC* is confident of the following attributes that it demonstrates as keys to its success:

1. Tracy Treston's ability to recognize and define the best course of action
2. The consistent raising of productivity
3. Diligent effort to regularly lower overall cost
4. Recruitment of experienced and talented employees
5. Ability to effectively market what *BGM Beauty Supply LLC* provides

## **4. COMPANY SUMMARY**

*BGM Beauty Supply LLC* will begin its operation in 2019. The inspiration for the company was the realization that there is a need for a beauty supply store to service the community that accepts and appreciates the rich history and appreciation for the community's roots, a place where a young women can come and shop for all her beauty needs and feel completely comfortable , or a place which a teenage girl can come get her braiding hair without being treated with the everyday stereotype that the community faces by going to a competitors beauty supply store. We plan to educate our clients through informational workshops and beauty tips to avoid the common beauty setbacks. The company will be headquartered in the city of Fort Pierce in the state of Florida.

### **4.1 COMPANY OWNERSHIP**

*BGM Beauty Supply LLC* is set up as a Limited Liability Company. The ownership is held by Tracy Treston, who holds 100%. Any and all questions relative to ownership should be directed to *BGM Beauty Supply LLC*.

### **4.2 COMPANY HISTORY**

*BGM Beauty Supply LLC* is proud of the accomplishments of the people that have made up this company. *BGM Beauty Supply LLC* is particularly proud of the fact that we are always there for our customers with the items they need featuring high-quality products at reasonable prices combined with excellent customer service in order to capture a larger share of the market. The company is also particularly proud of the fact that we possess a dedicated management team that demonstrates honesty, integrity and professionalism in all aspects of operations.

### **4.3 START-UP SUMMARY**

### Strategic & Tactical Business Plan

The money required getting the company organized and structured has been provided by Tracy Treston. To make this company a reality, there will be an amount needed of \$12,000.00. Tracy Treston will be investing \$2,000.00 leaving a balance of \$10,000.00, which will come as a grant. The \$12,000.00 is the complete amount needed to open and operate this business. The money will be allocated to take care of all the requirements including lease of premises, equipment, inventory and miscellaneous operating expenses.

## **4.4 COMPANY LOCATIONS AND PREMISES**

*BGM Beauty Supply LLC* will maintain its headquarters where its management staff will be located in the city of Fort Pierce in the state of Florida. At no time will management allow a situation to exist where the company is supporting locations or premises that are not absolutely essential to the most effective operation of the company.

### **Fort Pierce, Florida Demographics**

As of the census of 2010, there were 41,910 people, 15,170 households, and 9,418 families residing in the city. The population density was 2,021.9 people per square mile (982.7/km<sup>2</sup>). There were 17,170 housing units at an average density of 1,164.7/sq. mi. (449.8/km<sup>2</sup>). The racial makeup of the city was 40.9% African American, 45.3% White, 0.6% Native American, 0.9% Asian, 0.1% Pacific Islander, and 2.7% from two or more races. Hispanic or Latino were 21.6% of the population. There were 15,170 households out of which 32.9% had children under the age of 18 living with them, 37.3% were married couples living together, 19.6% had a female householder with no husband present, and 37.9% were non-families. 32.5% of all households were made up of individuals and 11.7% had someone living alone who was 65 years of age or older. The average household size was 2.73 and the average family size was 3.50. In the city, the population was spread out with 25.9% under the age of 18, 7.0% from 20 to 24, 13.3% from 25 to 34, 13.0% from 45 to 54, 9.8% from 55 to 64 and 6.8% who were 65 years of age or older. The median age was 35.2 years. For every 100 females, there were 97.4 males. For every 100 females age 18 and over, there were 94.9 males.

## **5. PRODUCT DESCRIPTION**

*BGM Beauty Supply LLC* is proud of its main product line and the features and benefits that make up its attractiveness to this ever-growing market. The main features and benefits of its core products to its customers include that we offer organic shampoo and conditioner, hemp infused face care products. Natural body scrubs, and ammonia free hair products. Some of the strengths and capabilities of its core products as it pertains to shelf life, durability and availability include that we provide better prices and better quality products than the surrounding competition while offering more options for busy working professionals whose fast-paced schedules require the convenience of easily accessible health and beauty products without sacrificing quality.

### **5.1 SERVICE DESCRIPTION**

### Strategic & Tactical Business Plan

*BGM Beauty Supply LLC* is proud of its main service line and the features and benefits that make up its attractiveness to this ever-growing market. The main features and benefits of its main service to its customers include that we offer a safe and clean environment with extended hours of operation, friendly personnel and fast service that enables our customers to get in and out of our store quickly in order to maintain their busy lives without unnecessary delays.

Some of the strengths and capabilities of our main service as it pertains to potential market, ease of administration and availability include that all of our associates are carefully prescreened to ensure the highest standard of quality and we consistently strive to provide a superior level of service designed to exceed the expectations of our clients.

## **5.2 COMPETITIVE COMPARISON**

*BGM Beauty Supply LLC* has done extensive research and investigation of all of the aspects of the competitiveness of the existing market in which it will be participating. *BGM Beauty Supply LLC* management team is fully aware of the major competitors who are:

- White Diamond Beauty Supply
- Walgreens

*BGM Beauty Supply LLC* recognizes these major competitors as a prime focus because they have been evaluated using criteria of price and value given. This company specifically knows that the advantages that it has over its competition include that *BGM Beauty Supply LLC* provides a courteous and knowledgeable staff of well trained personnel dedicated to providing exceptional customer service. This study of its competition shows the effects of regulatory agencies, business share, pricing strategies, permissive posturing, as well as strengths and weaknesses of the management teams who head up the companies that make up the competition.

## **5.3 SALES LITERATURE**

*BGM Beauty Supply LLC* is prepared to highlight all of the most important benefits and features in a packet of sales literature. This information will present a compelling point of view as well as a detailed explanation why the consumer should exchange their hard earned dollars for the company's essential products and services. The sales literature will be complete in every way and will answer the questions of who, what, why, when and where of what the company is presenting.

## **5.4 SOURCING AND FULFILLMENT**

*BGM Beauty Supply LLC* is totally prepared in the preparation for ease and completion of fulfillment requirements. All aspects of fulfillment have been considered, evaluated and highlighted for the purpose of assuring both customers and pertinent employees that fulfillment will never be a major concern.

## **5.5 TECHNOLOGY**

*BGM Beauty Supply LLC* has positioned itself in a way to take full advantage of all the technology available for its particular industry. Management has determined that when necessary that state of the art software and appropriate hardware will be implemented to assist all employees in gaining maximum productivity.

In particular, the company will be utilizing accounting procedures both off-line and online to monitor weekly, monthly, quarterly and annual results of all aspects of operations.

## **5.6 FUTURE PRODUCTS AND FUTURE SERVICES**

*BGM Beauty Supply LLC* is currently using its experience and talent to position itself in future markets with the appropriate future products and future services. Its current product and service lines, which include operating a neighborhood beauty supply store, are sufficient in today's demanding market and will fare very well in future years as well. In addition to this, the company is developing enhancements as well as creating new products and services to keep its position in the marketplace ever expanding.

## **6.0 MARKET ANALYSIS SUMMARY**

*BGM Beauty Supply LLC* has done an exhaustive study of the state of its industry. This industry is one of the most exciting industries in the United States. It presents an ever increasing market, a very healthy bottom line, and excellent opportunities for growth. The outside world demands a clean store with courteous personnel who provide fast and friendly service in a convenient location with high-quality products at competitive prices and extended hours of operation. *BGM Beauty Supply LLC* has all this to offer and its management team will keep its finger on the pulse of market demands. This industry is filling the needs of the consumer by providing high-quality beauty products and health store products that are easily accessible and competitively priced. This is why *BGM Beauty Supply LLC* fits perfectly for meeting the demands of its industry.

## **6.1 MARKET SEGMENTATION**

*BGM Beauty Supply LLC* is very much aware of the importance of market analysis as it pertains to market segmentation. At the current time management feels that in relationship to market segmentation the market for *BGM Beauty Supply LLC* is very large and growing. The reason for this conclusion in reference to market segmentation is after careful study of its current and potential customer base. The company strongly feels that the market requires a clean store with courteous personnel who provide fast service in a convenient location with high-quality products at competitive prices and extended hours of operation. By establishing a neighborhood food market beauty supply store with competitive prices, professional personnel, and convenient hours of operation, *BGM Beauty Supply LLC* will be able to capture its market.

## **6.2 TARGET MARKET AND SEGMENT STRATEGY**

*BGM Beauty Supply LLC* aims to understand each and every reason why a consumer buys a particular product or service. In its total analysis there is a study of everything that affects a person's behavior, their cultural background, their economic status, their educational background, as well as any and all factors that relate to their behavior.

*BGM Beauty Supply LLC* also considers that people overcome and change certain aspects of their background and as a result develop a different behavior. The company not only seeks to become experts on why customers buy but also what makes them buy now. *BGM Beauty Supply LLC* strives to target that segment of the market that is in the ideal position to need its service, afford its service, and be in a position to act on buying its service immediately. This company is always able to determine these results from such sources as existing customers, suppliers, bankers, trade groups, chamber of commerce, and industry trade journals.

### **6.2.1 MARKET NEEDS**

*BGM Beauty Supply LLC* evaluates its market primarily from the standpoint of what the needs are of the individual consumer. This can be very complex. This company understands and appreciates what a particular product does. This can be a very varied thing. *BGM Beauty Supply LLC* knows that the needs of its consumers in relationship to what it offers are primarily because it provides a faster and better way for people to get their errands done quickly by creating a one-stop shop designed to appeal to a diverse clientele. *BGM Beauty Supply LLC* understands that to master this area its management team needs to constantly be tapping into those sources of information that reveal the true motivations of the consumer.

### **6.2.2 MARKET TRENDS**

*BGM Beauty Supply LLC* is very confident and excited about the timing of the business in its industry. It is the company's position that this is the ideal time to be on the move in this ever growing market. Evaluating different factors and events that make up a particular pattern in identifying all aspects of that pattern secure them in an enviable position of providing what is needed in the marketplace at this particular time. The company is always watching the big picture and continues to monitor any pattern or trend on a daily basis.

### **6.2.3 MARKET GROWTH**

*BGM Beauty Supply LLC* recognizes that it is participating in a very large industry with a great growth rate. Its projected growth will be set at a rate greater than the industry average. *BGM Beauty Supply LLC* implementation of its business strategy will lend itself to fast paced development and dominance of a significant market share. The company has determined the growth of its market on the basis of an ever-increasing customer base, and dollar volume base as well.

## **6.3 INDUSTRY & BUSINESS ANALYSIS**

*BGM Beauty Supply LLC* knows that in the final analysis it can only do well if overall sales are there and expenses are capped at a reasonable level. Its particular position in this industry is that the other companies do some of the things correctly but not as many as it feels that it can do to become a market leader.

For example, it has found that some of the other companies have higher prices, inferior quality products, and substandard personnel who demonstrate a lack of professionalism. *BGM Beauty Supply LLC* on the other hand, operates in an advantageously different manner as outlined by offering reasonable prices, superior quality products, and exceptional personnel who provide a professional level of service designed to exceed the expectations of our clients featuring the added value of educational workshops designed to inform people about the benefits of clean cosmetics and affordable products.

### **6.3.1 INDUSTRY & BUSINESS PARTICIPANTS**

Industry and business participants include White Diamond Hair Supply and Walgreens. The primary weaknesses are that some of these other companies have higher prices, inferior quality products, and substandard personnel who demonstrate a lack of professionalism. *BGM Beauty Supply LLC* on the other hand, operates in an advantageously different manner as outlined by offering reasonable prices, superior quality products, and qualified personnel who provide a professional level of service to the customers designed to exceed the expectations of our clients and breaking the norm that the community faces by shopping at our competitors featuring the added value of educational workshops on healthy lifestyle choices, self-empowerment, community outreach, and holiday giveaways. This is how *BGM Beauty Supply LLC* distinguishes itself.

### **6.3.2 DISTRIBUTING A PRODUCT & SERVICE**

Because of the nature of this business the company has learned that the best places to locate its establishments are on busy streets. This is because there are many advantages to distributing its products in this way. Those advantages include the fact that the company will generate more revenue.

### **6.3.3 COMPETITION AND BUYING PATTERNS**

*BGM Beauty Supply LLC* is excited about its position in relationship to its competition. The management of the company has discovered some innovative and creative ways of acquiring all the components that make up its product line. The need for a low-based cost that transcends to a lower net cost prior to sale and therefore transcends into a greater profit is what keeps *BGM Beauty Supply LLC* on the cutting edge of continuously competing on a favorable basis. Such things as inventory control, source of components, fast turnover, production schedules, all contribute to a healthy aspect of competing with other companies.

### **6.3.4 MAIN COMPETITORS**

*BGM Beauty Supply LLC* recognizes the following main competitors that affect its industry. *BGM Beauty Supply LLC* has chosen them because of their level of participation, stability, and marketing. The main competitors are:

- White Diamond Beauty Supply
- Walgreens

## **7. STRATEGY AND IMPLEMENTATION**

*BGM Beauty Supply LLC* centers its strategy on the premise that the company resonates with the consumer because it offers fast and friendly service, a convenient location, competitive prices, and extended hours of operation. Always keeping that in mind, it has its management constantly focus on productivity being high and of course expenses remaining very modest. *BGM Beauty Supply LLC* is diligent in dissecting every aspect of this business to make each component productive and contributive to the goal of a highly profitable relationship with its customers.

### **7.1 STRATEGY PYRAMID**

*BGM Beauty Supply LLC* knows that it's wise to understand the framework from initial goal back to the essential implementation. The purpose of the pyramid here is to place at the very top an individual emphasis that is the focus of a strategy for the company, such as introduction of a new product line.



Picture if you will, the next level down the individual actions or tactics necessary to implement the emphasis or strategy. Finally, at the bottom of its pyramid are the individual programs necessary to support any and all actions that contribute to achieving the emphasis or goal.

### **7.2 VALUE PROPOSITION**

### Strategic & Tactical Business Plan

*BGM Beauty Supply LLC* adheres to value-based marketing in its conceptual outlook. The value-based benefits of the company is that it strives for consumers to acknowledge that it provides a comprehensive inventory of essential beauty supply items that organic shampoos, organic conditioners, hair treatments, human hair, braiding hair, ammonia free hair dye, leggings, shoes, clothes, and combs. In this way *BGM Beauty Supply LLC* is very sensitive to the communication of what it is proposing to its customers as well as living up to the promise behind what it does. The company demonstrates that it backs up what it does with a 100% customer satisfaction attitude.

## **7.3 COMPETITIVE EDGE**

*BGM Beauty Supply LLC* is decisive about staying ahead of its competition. The company knows that this is an everyday every hour re-evaluation of what is going on in its marketplace. Its current key advantages in relationship to competitive edge include that we possess a dedicated management team that demonstrates honesty, integrity and professionalism in all aspects of operations.

## **7.4 MARKETING STRATEGY**

*BGM Beauty Supply LLC* is aware of all of the different choices in relationship to marketing strategy. Because of its research and recommendations from management it has chosen to market what it does through online Internet exposure through search engine optimization, social media, industry contacts, and by word of mouth. It has chosen this strategy because costs are minimal, effectiveness is extremely high and branding recognition is enhanced.

### **7.4.1 POSITIONING STATEMENT**

*BGM Beauty Supply LLC* takes the position that its primary focus of what it does in the marketplace is to provide a better selection of beauty supply and vitamin options at a lower price than the surrounding competition. This is how *BGM Beauty Supply LLC* distinguishes itself in the marketplace.

### **7.4.2 PRICING STRATEGY**

*BGM Beauty Supply LLC* has after careful consideration decided to align its pricing at a lower level in comparison to its competition. This fits in perfectly with where the company sees itself positioned in the total marketplace and communication with its customer base as far as getting appropriate value and still maintaining sufficient motivation for high volume.

### **7.4.3 PROMOTION STRATEGY**

The management of *BGM Beauty Supply LLC* believes very strongly in press releases to significantly get the word out of the value of what it does. While this will always be a focus of its efforts, this is only one part of its promotional strategy. On a consistent basis the company will be promoting what it does through online Internet exposure through

### Strategic & Tactical Business Plan

search engine optimization, social media, industry contacts, and by word of mouth. This along with all the individual selling efforts of its staff demonstrates a dynamic way for it to build the penetration of what it does in the marketplace.

#### **7.4.4 DISTRIBUTION STRATEGY**

*BGM Beauty Supply LLC* focuses on all three aspects of distribution concerns, that is, coverage, control and costs. These aspects can all be complex. *BGM Beauty Supply LLC* is certain that it has made the wisest decision in relationship to its coverage and control and cost for its distribution strategy. The coverage and control that it's striving for is achieved by its various marketing programs. Its cost structure is geared to enhance its distribution based upon its positioning in the marketplace.

#### **7.4.5 MARKETING PROGRAMS**

*BGM Beauty Supply LLC* knows that its marketing programs need to tell an excellent story that is compelling, detailed and highlights many of its capabilities. The company knows that its consumers hear its voice loud and clear through every aspect of the company, staff, reputation, and quality control. *BGM Beauty Supply LLC* strives to be indispensable to the consumer. Its marketing programs work to identify this company, highlight competitive advantages, show appreciation for customer feedback, take advantage of marketing resources, and demonstrate that the company is knowledgeable, energetic, and enthusiastic.

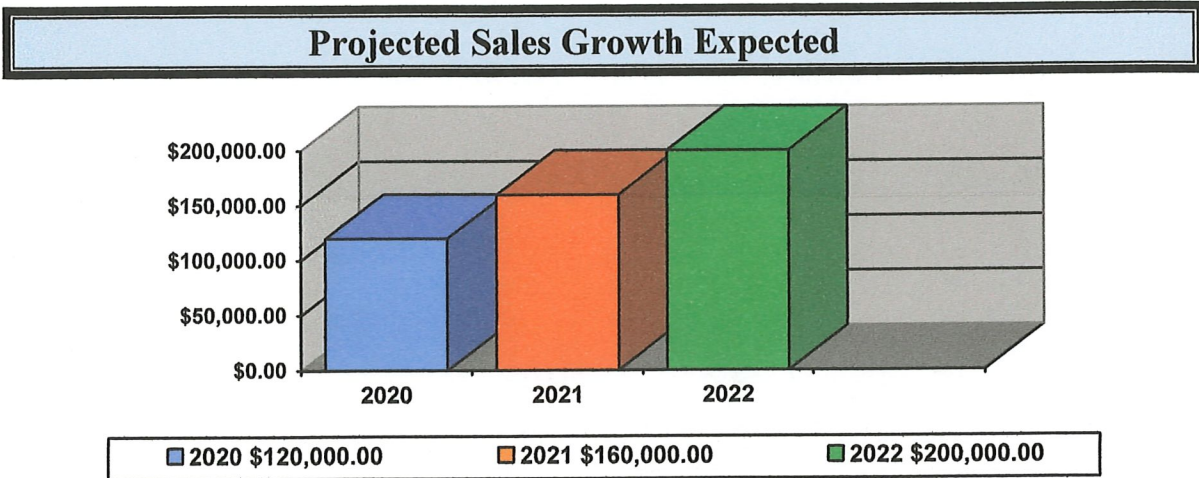
#### **7.5 SALES STRATEGY**

As stated earlier, *BGM Beauty Supply LLC* is focusing its sales strategy on the implementation of marketing programs, which include online Internet exposure through search engine optimization, social media, industry contacts, and by word of mouth.



### 7.5.1 SALES FORECAST

*BGM Beauty Supply LLC* has developed a method for not only developing its sales forecast but also the ability to stand behind the numbers.



The company has determined that based on its distribution resources, competitive advantages and sound financial analysis, that it expects to do the following sales over the year 2020: \$120,000.00; the next year 2021: \$160,000.00; and over the following year 2022: \$200,000.00. This company knows full well that in order to make its business plan happen, everything has to make sense. At *BGM Beauty Supply LLC*, the company is grounded in reality in making reasonable assumptions that it feels very confident it can accomplish. Its strategies are state of the art, clear, and precise.

### 7.5.2 SALES PROGRAMS

*BGM Beauty Supply LLC* has sales programs that assure that its revenue forecasts are realized completely and on schedule. The person on its dedicated management team directly responsible for sales performance is Tracy Treston. To make this real the company has set deadlines with amounts as well as budget restrictions for a highly profitable sales program. With its comprehensive marketing program and competitive positioning, *BGM Beauty Supply LLC* is confident in concrete terms to see its sales milestones and deadlines become realities.

### 7.6 STRATEGIC ALLIANCES

*BGM Beauty Supply LLC* is constantly working to build a network of key individuals and companies that work as alliances to accomplish its major strategies. The company management is strongly encouraged to develop relationships with any and all individuals that may have a favorable relationship with any of its working teams. These alliances are to strengthen and broaden the foundation of the company and the assurance that its market share and profitability will continually increase.

## **7.7 EXPLAINED MILESTONES**

*BGM Beauty Supply LLC* is very pleased with the accomplishments of the company and the participants of the company. The company is very proud of its loyal wonderful staff and the staff's dedication to reach all forecasts and milestones on which the staff sets its course. The goals for the company include securing the capital required to establish the operation, developing a solid client base, and reaching the total sales projected.

## **8. MANAGEMENT SUMMARY**

Management is the core and nucleus of any organization. It's not just personnel and individuals' resumes but so much more that encompasses vision, talent, harmony, beliefs, and commitment. *BGM Beauty Supply LLC* is led by Tracy Treston, the key player of the management team who provides all the talent necessary to complete every aspect of this business plan.

### **8.1 ORGANIZATIONAL STRUCTURE**

*BGM Beauty Supply LLC* knows how important the organizational structure is to the success of a company. Each position with this company has a detailed job description as well as a defined relationship to the whole. At the very head of the company are Tracy Treston. That position holds the title of Owner. From other management positions to department heads, to first line implementation staffs, the structure of the organization is detailed and complete. Authority is properly positioned to achieve maximum effectiveness of each organizational structure.

### **8.2 MANAGEMENT TEAM**

What follow are the top position of *BGM Beauty Supply LLC*, her name, and a brief description of her qualifications as it pertains to the successful management and development of this company's goals.

❖ **Tracy Treston, Owner**

Tracy Treston is Part Owner of 876 Jerk Jamaican Restaurant, Part Owner of Main Street Furniture Repair & Cabinetry LLC, and sole owner of A & K Grocery LLC. She holds a Bachelor's Degree in Legal Studies from Bellevue University and is an expert in running a successful business. She has been a pescatarian for five years and using healthy products on her hair and body for 4 years. She has over 10 years of experience in the restaurant industry, which has made her an expert in the customer service industry.

### **8.3 MANAGEMENT TEAM GAPS**

*BGM Beauty Supply LLC* recognizes that in any growing company often times management personnel have to wear more than one hat. As a result, often times a gap or gaps may exist until the company is developed enough to have a specific person for every

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task required. *BGM Beauty Supply LLC* currently has everything covered and feels very confident that each task is assigned to a very competent member of its management team. The company will always be sensitive to this issue and prevent any weakness by having and planning a contingency program that overlaps job responsibilities.

## **8.4 PERSONNEL PLAN**

*BGM Beauty Supply LLC* defines its total work force to protect the success of its business plan. All aspects of the business have been sufficiently analyzed to determine each and every position required to run a fully functioning operation that can complete all of the strategies and programs to be undertaken.

## **9. FINANCIAL PLAN**

*BGM Beauty Supply LLC* has developed its financial plan with the awareness that cash and the bottom line are key components of any successful company. Revenues for the company will come from charges and fees generated from operating a neighborhood beauty supply store. The opportunity to increase revenues is being fully taken advantage of as outlined in its overall marketing strategy. To assure that bottom line adequately follows increases in revenue every cure possible is being taken to control all areas of expenses and overhead. The basis of its financial plan is solid growth, increase in revenues, and controlled expenses.

### **9.1 IMPORTANT ASSUMPTIONS**

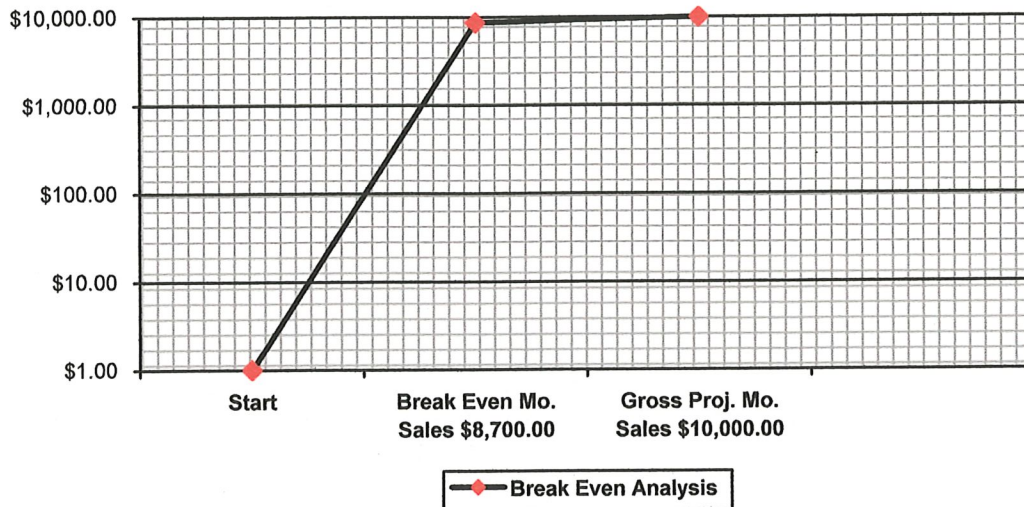
*BGM Beauty Supply LLC* makes every effort not to assume any aspect of its operation other than having hard factual data to back up any forecast. The entire management team is constantly reminded to base all programs on highly researched statistical information with the slightest possible margin of variation.

### **9.2 KEY FINANCIAL INDICATORS**

*BGM Beauty Supply LLC* recognizes that the most important financial indicators are cash and bottom line. This company will be constantly monitoring the flow of revenue to the company as well as the expense requirements that deplete the company of its cash. *BGM Beauty Supply LLC* will always try to improve the ratio of revenue and expenses to generate a healthier bottom line in addition to a healthier cash base.

### **9.3 EXPLANATION OF BREAK-EVEN ANALYSIS**

The breakeven analysis for this company calculates at what point the company becomes profitable, and also at what point the company will be operating at a loss.



The analysis takes into consideration forecasted revenues as well as regular running fixed costs and average per unit sales price also known as per unit revenue. For simplicity the average per unit sales price is adjusted to \$1 and the regular running fixed cost are represented as a percentage of that dollar. The purpose of this analysis is to maintain insight on financial realities. This information is vital for all kinds of things, from deciding how to price products or service to figuring whether a marketing program is worth the investment. The breakeven point for this company occurs when gross sales in any given month = \$8,700.00. Formula:  $(\text{Gross Profit } \$84,000.00 / \text{Gross Sales } \$120,000.00) = 70\%$ . Total Expenses  $\$73,080.00 / 70\%$  as a decimal  $.70 = \$104,400.00 / 12 = \$8,700.00$  (Break even amount monthly).

#### 9.4 EXPLAINED PROJECTED PROFIT AND LOSS

*BGM Beauty Supply LLC* sales are forecasted to be increasing on a regular basis. Gross margin is also expected to increase on a regular basis. Breaking down the profit and loss projections and monitoring them on a regular basis is essential to the foundation of the company.

#### 9.5 EXPLAINED PROJECTED CASH FLOW

As stated earlier, *BGM Beauty Supply LLC* will focus its attention on bottom line and cash. Its projected cash flow is very positive. With forecasted increasing revenues and controls on overhead and expenses it will look to see an increasing bottom line as well as increasing cash.

#### 9.6 EXPLAINED PROJECTED BALANCE SHEET

The projected balance sheet for *BGM Beauty Supply LLC* highlights total assets, total liabilities, as well as capital. With projected cash flow already established the company balance sheet exemplifies a company whose revenues are increasing as well as its bottom

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line in cash. The leadership of this company offers its financials as proof positive of the workings of this business plan.

## **9.7 BUSINESS RATIOS**

To clarify and spotlight its financials it presents the following ratios and illustrates an accurate picture with all things having been considered. The first ratio is the current ratio = current assets \$5,000.00 divided by current liabilities \$0.00. The CURRENT RATIO is to be determined. The second ratio is the quick ratio = (cash \$5,000.00 + investments \$0.00 + receivables \$0.00) divided by current liabilities \$0.00. The QUICK RATIO is to be determined. The net profit margin = net profit \$10,920.00 divided by gross revenue on sales \$120,000.00. The NET PROFIT MARGIN RATIO is 9.1%. The return on investment = net profit \$10,920.00 divided by total assets \$5,000.00. The RETURN ON INVESTMENT RATIO or ROI is 218.4%.

## **9.8 EXPLAINED LONG-TERM PLANS**

*BGM Beauty Supply LLC* believes that its long-term prospects for a very successful company are excellent. The industry chosen and the strong foundation of the company lend itself to nothing but positive results in the long-term future. With a market sensitive management team and excellent systems in place to monitor competitive shifts or changes *BGM Beauty Supply LLC* is ideally positioned to continue its successful plan on through the next decade.

## **10. WEB PLAN SUMMARY**

*BGM Beauty Supply LLC* observes the increasing importance of the Internet in all that the worldwide web encompasses. This company not only is a participant in the worldwide web but also with its management team will continually strive to have a competitive edge by a significant presence and plans for exposure on the worldwide web. Because of the ever-increasing sophistication of the American Consumer and the ever-increasing participation on the Internet by the American Consumer, *BGM Beauty Supply LLC* will apply all of its resources to be the industry leader in utilization of the Internet and its commerce.

### **10.1 WEB MARKETING STRATEGY**

*BGM Beauty Supply LLC* recognizes that there are many parts to a company success and its involvement in the Internet. The first part is a fully functioning presentable web site that resonates with the consumer and the personnel of the company. To that end, the management team has assigned the evolving development and maintenance of the web site for *BGM Beauty Supply LLC*. The second part is a concerted program of search engine optimization to assure that penetration of the marketplace is vast and consistent. Association of company identity and web site presence shall be an integral part of all company promotional activities and materials. The third part is to utilize the company

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web site in all aspects of sales processing and customer service. The fourth part is to utilize all capabilities on the worldwide web for company banking, training, and procedures.

## 10.2 DEVELOPMENT REQUIREMENTS

*BGM Beauty Supply LLC* sees that the expertise of someone involved with the worldwide web is very specific. The management team is committed to providing ongoing training for those members of the company directly associated with the development of its website, the implementation of search engine optimization, and the adaptability for customer service and other procedures utilizing the world-wide web. In addition to ongoing training, the company will commit an appropriate amount of company resources sensitive to revenues generated by the web site presence. In addition, as it relates to productivity personnel will have access to computer capabilities that tie in the web presence with all of its internal company workings.

<b>Balance Sheet</b>			
<i>BGM Beauty Supply LLC</i>			
<b>Category</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Assets</b>			
<b>Current Assets:</b>			
Cash	\$5,000.00	\$12,500.00	\$32,500.00
Accounts Receivable	\$0.00	\$0.00	\$0.00
Inventories	\$0.00	\$0.00	\$0.00
Prepaid Items	\$0.00	\$0.00	\$0.00
Investment Portfolio	\$0.00	\$0.00	\$0.00
<b>Total Current Assets:</b>	<b>\$5,000.00</b>	<b>\$12,500.00</b>	<b>\$32,500.00</b>
<b>Fixed Assets:</b>			
Land	\$0.00	\$0.00	\$0.00
Buildings	\$0.00	\$0.00	\$0.00
Computer, Office and Misc. Equipment	\$0.00	\$0.00	\$0.00
Machinery	\$0.00	\$0.00	\$0.00
<b>Total Fixed Assets:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Intangibles</b>			
Goodwill	\$0.00	\$0.00	\$0.00
Copyrights	\$0.00	\$0.00	\$0.00
Patents	\$0.00	\$0.00	\$0.00
<b>Total Intangibles</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Curr., Fixed &amp; Intangible Assets</b>	<b>\$5,000.00</b>	<b>\$12,500.00</b>	<b>\$32,500.00</b>
<b>Liabilities</b>			
<b>Current Liabilities:</b>			
Accounts Payable	\$0.00	\$0.00	\$0.00
Accrued Expenses Payable	\$0.00	\$0.00	\$0.00
<b>Total Current Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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<b>Long Term Liabilities:</b>			
Notes Payable	\$0.00	\$0.00	\$0.00
Balloon Payments Due	\$0.00	\$0.00	\$0.00
<b>Total Long Term Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Curr. &amp; Long Term Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Worth = Assets- Liabilities</b>	<b>\$5,000.00</b>	<b>\$12,500.00</b>	<b>\$32,500.00</b>

<b>Profit &amp; Loss Statement</b>			
<i>BGM Beauty Supply LLC</i>			
<b>Category</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Revenue</b>			
<b>Gross Sales</b>	<b>\$120,000.00</b>	<b>\$160,000.00</b>	<b>\$200,000.00</b>
Less Charge Backs, Returns & Neg. Adjs.	\$0.00	\$0.00	\$0.00
<b>Net Sales</b>	<b>\$120,000.00</b>	<b>\$160,000.00</b>	<b>\$200,000.00</b>
Less Cost Of Goods Sold 30%	\$36,000.00	\$48,000.00	\$60,000.00
<b>Gross Profit</b>	<b>\$84,000.00</b>	<b>\$112,000.00</b>	<b>\$140,000.00</b>
<b>Operating Expenses</b>			
<b>Sales Expenses:</b>			
Advertising and Marketing	\$2,400.00	\$2,700.00	\$3,000.00
Promotions and Various Events	\$480.00	\$540.00	\$600.00
<b>Total Sales Expenses</b>	<b>\$2,880.00</b>	<b>\$3,240.00</b>	<b>\$3,600.00</b>
<b>Admin. &amp; General Expenses:</b>			
Salaries and Wages	\$36,000.00	\$48,000.00	\$60,000.00
Bonuses	\$150.00	\$150.00	\$150.00
Employee Benefits	\$900.00	\$900.00	\$900.00
Payroll Taxes 10%	\$3,600.00	\$4,800.00	\$6,000.00
Insurance	\$300.00	\$300.00	\$300.00
Lease Expenses and Loan Payments	\$18,000.00	\$18,000.00	\$18,000.00
Miscellaneous Supplies	\$1,500.00	\$1,500.00	\$1,500.00
Telephone and Internet	\$1,200.00	\$1,200.00	\$1,200.00
Utilities	\$4,200.00	\$4,200.00	\$4,200.00
Licenses, Membership Costs and Dues	\$300.00	\$300.00	\$300.00
Legal & Accounting	\$600.00	\$600.00	\$600.00
Miscellaneous	\$300.00	\$300.00	\$300.00
Automobile and Travel Expenses	\$3,000.00	\$3,000.00	\$3,000.00
Entertainment	\$150.00	\$150.00	\$150.00

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<b>Total Admin. &amp; General Expenses</b>	<b>\$70,200.00</b>	<b>\$83,400.00</b>	<b>\$96,600.00</b>
<b>Total Operating Expenses</b>	<b>\$73,080.00</b>	<b>\$86,640.00</b>	<b>\$100,200.00</b>
<b>Profits Or (Losses)</b>			
<b>Operating Profit or (Loss)</b>	<b>\$10,920.00</b>	<b>\$25,360.00</b>	<b>\$39,800.00</b>
Adj. For Other Income (Int. Income, etc.)	\$0.00	\$0.00	\$0.00
<b>Net Income or (Loss) Before Taxes</b>	<b>\$10,920.00</b>	<b>\$25,360.00</b>	<b>\$39,800.00</b>
Income Taxes	\$0.00	\$0.00	\$0.00
<b>Net Income or (Loss) After Taxes</b>	<b>\$10,920.00</b>	<b>\$25,360.00</b>	<b>\$39,800.00</b>

**COMMERCIAL LEASE AGREEMENT**

THIS LEASE (this "Lease") dated this 19<sup>th</sup> day of November, 2019

**BETWEEN:**

**Eugene Williams of 1319A Avenue D Ft Pierce, FL 34950**

Telephone: (772) 528-5284 Fax: \_\_\_\_\_

(the "Landlord")

OF THE FIRST PART

- AND -

TRACY TRESTON of 3433 Sebevil Ave Port St. Lucie, FL  
(the "Tenant") 34984

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

**Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1323 Avenue D Ft Pierce, FL 34950, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building

- including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
  - e. "Premises" means the building at *1321* Avenue D Ft Pierce, FL 34950.
  - f. "Rent" means the total of Base Rent and Additional Rent.

### Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

### Leased Premises

- 3. The Landlord agrees to rent to the Tenant the building municipally described as *1321* Avenue D Ft Pierce, FL 34950, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):

As discussed, the tenant will be opening/operating a *Beauty Supply store*

## Term

- The term of the Lease commences at 12:00 noon on 12/1/2019 and ends at 12:00 noon on 11/30/2022  
36 mo! (the "Term").
- Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

## Rent

- Subject to the provisions of this Lease, the Tenant will pay a base rent of \$52<sup>00</sup> <sup>includes State tax</sup>, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
- The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord at 1319A Avenue D Ft Pierce, FL 34950, or at such other place as the Landlord may later designate.
- ~~The Base Rent for the Premises will increase over the Term of the Lease as follows: Rent will increase during the last six months of 36 month lease to [redacted] and being offset to assist with start up cost.~~ EAW
- The Tenant will be charged an additional amount of \$5.00 per day for any Rent that is received after the due date.
- No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.
- For any rent review negotiation, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

## Use and Occupation

- The Tenant will carry on business under the name of BGM beauty Supply and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable

manner on such days and during such hours of business as may be determined from time to time by the Landlord.

13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

## Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of 800.<sup>00</sup> (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
15. The Tenant may not use the Security Deposit as payment for the Rent.
16. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 3433 SE Bevil Ave  
Port St. Lucie, FL 34984, or at such other place as the Tenant may advise.

## Quiet Enjoyment

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## Distress

18. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

## Overholding

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

## Additional Rights on Reentry

20. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
  - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
  - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
  - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
  - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal

- property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
  - h. the Tenant will pay to the Landlord on demand:
    - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
    - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets-seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
    - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
      - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
      - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

## Tenant Improvements

21. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - b. removing or adding walls, or performing any structural alterations;

- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

### Utilities and Other Costs

- 22. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, water, sewer, telephone, Internet and cable.

### Insurance

- 23. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
- 24. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
- 25. The Tenant will provide proof of such insurance to the Landlord upon request.

### Abandonment

- 26. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following

abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

## Governing Law

27. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## Severability

28. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Florida (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

## Assignment and Subletting

29. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

## Bulk Sale

30. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

## Additional Provisions

31. Any improvements initiated by or on behalf of tenant, which require a permit from the City of Ft Pierce, is the responsibility of the tenant. The tenant will be required to obtain city approval for any

signage on the outside of Bldg. This property is in an identified historical area of Ft Pierce.

## Maintenance

32. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
33. In particular, the Tenant will keep the fixtures in the Premises in good order and repair and keep the HVAC clean. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
34. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
35. The Tenant will also perform the following maintenance in respect to the Premises: Tenant will be responsible for routine Annual Maintenance of AC/Heating Unit. Tenant will also ensure filters are replaced as required per maintenance.

## Care and Use of Premises

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
37. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
38. The Tenant will not engage in any illegal trade or activity on or about the Premises.
39. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

## Surrender of Premises

40. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

## Hazardous Materials

41. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## Rules and Regulations

42. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

## General Provisions

43. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
44. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
45. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
46. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
47. Time is of the essence in this Lease.
48. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.


**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Witness)

Joan Best

(Witness)

Eugene Williams (Landlord)

  
(Tenant)

All Rent Paid in cash or money order or Cashier check only

\* 2 month free rent

- month 1 used to get all licences, inspections, repairs needed. change toilet, clean vanity, finish bathroom walls.
- Month 2 used for renovations, Stock Store.

\* Landlord to approve placing banners, flo Wavers, and Retractable Sign outside.



## Wholesale Braiding Hair

Email [tracytreston@aol.com](mailto:tracytreston@aol.com)

Ship to **Tracy Treston**   
3433 Southeast Bevil Avenue  
Port St. Lucie, Florida, 34984, United States

Shipping **UPS® Ground**   
(4 to 4 business days) · \$94.53

Payment  \*\*\*\* 0580 

Order summary [Show](#) 

Subtotal \$450.50

Shipping \$94.53

Total USD \$545.03

[Pay now](#)

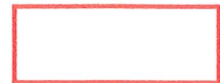
[Checkout as guest](#)



\$120 Minimum Required to Process Orders. US Shipping Only.

## Shopping Bag Summary

[Continue shopping](#)



Lulutress Water Wave 18"

4

[Remove](#)

10

\$37.50



Lulutress Water Wave 18"

2

[Remove](#)

10

\$37.50



Lulutress Water Wave 18"

1B

[Remove](#)



Someone from [Port Saint Lucie, Florida](#) started buying Vivica Fox Jumbo 3X Braid 84".  
12 minutes ago

\$37.50

10

---



Lulutress Water Wave 18"

1

[Remove](#)

10

\$37.50

---



African Collection X-Pression Braid 84"

27

[Remove](#)

10

\$27.50

---



Vivica Fox Jumbo 3X Braid 84"

4

[Remove](#)

10

\$31.00

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Vivica Fox Jumbo 3X Braid 84"

2

[Remove](#)



Someone from [Port Saint Lucie, Florida](#) started buying Vivica Fox Jumbo 3X Braid 84".  
12 minutes ago

\$31.00

10



Vivica Fox Jumbo 3X Braid 84"

1B

[Remove](#)

10

\$31.00



Vivica Fox Jumbo 3X Braid 84"

1

[Remove](#)

10

\$31.00



African Collection X-Pression Braid 84"

1

[Remove](#)

10

\$27.50



EZ Braid - T430 - Ombre Medium Brown Light Auburn

26 Inches

[Remove](#)



Someone from [Port Saint Lucie, Florida](#) started buying Vivica Fox Jumbo 3X Braid 84".

12 minutes ago

\$13.50

10

---



EZ Braid - T1B613 - Ombre Natural Black Blonde  
26 Inches  
[Remove](#)

10

\$13.50

---



EZ Braid - Red  
26 Inches  
[Remove](#)

10

\$13.50

---



EZ Braid - Green  
26 Inches  
[Remove](#)

10

\$13.50

---



EZ Braid - Purple - SF4  
26 Inches  
[Remove](#)



Someone from [Port Saint Lucie, Florida](#) started buying Vivica Fox Jumbo 3X Braid 84".  
12 minutes ago

\$13.50

10



EZ Braid - 350 - Bright Red Copper  
26 Inches  
[Remove](#)

10

\$13.50



EZ Braid - 2 - Dark Brown  
26 Inches  
[Remove](#)

10

\$13.50



EZ Braid - 1B - Natural Black  
26 Inches  
[Remove](#)

10

\$13.50



EZ Braid - 1 - Jet Black  
26 Inches  
[Remove](#)



Someone from [Port Saint Lucie, Florida](#) started buying Vivica Fox Jumbo 3X Braid 84".  
12 minutes ago

\$13.50

10

Update

Add a note to your order

Subtotal before delivery  
**\$450.50**

[Back to the top ^](#)

Email address	
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Someone from [Port Saint Lucie, Florida](#) started buying Vivica Fox Jumbo 3X Braid 84".  
12 minutes ago

# ROCKEY TRADING

# Invoice

5609 W SLIGH AVE  
TAMPA, FL 33634

Phone # (813)888-9400

Fax # (813)881-1512

rockeytrading@yahoo.com

Date	Invoice #
11/7/2019	191107009

Bill To
TRACY TRESTON 3433 SE BEVIL AVE PORT ST LUCIE, FL 34984-6539 66-8017889815-3 (2019)

Ship To

Order Date	P.O. Number

Terms	Rep	Ship	Via
		11/7/2019	

Quantity	U/M	Item Code	Description	Price	Amount
1	DZ	7459-1509147	BRUSH-#E1205	4.95	4.95
1	DZ	8020-1509171	BOBBY PIN-#A4722	3.95	3.95
1	DZ	8075-1509178	APRON-#G1272	4.95	4.95
1	2 DZ	3526-2052	LIP GLOSS-#LIP2052	11.95	11.95
1	DZ	7409-1701077	BRUSH-#BR98169	11.95	11.95
1	6PCS	7452-0012	BRUSH-#WBR001H	22.95	22.95
1	36PACK/...	7499-60810	FILIGREE-GOLD-10MM #RHA-610GD	7.95	7.95
1	36PAIR	7499-60811	FILIGREE-SILVER #RHA-610SL	7.95	7.95
1	DZ	8009-1556	WIG CLIP-#01556	4.95	4.95
1	3DZ	8009-1607027	WIG CLIP-#RHA-582SBK	7.95	7.95
1	6PK	8030-3618	SINGLE PRONG CLIPS-#GHC-3618	12.95	12.95
1	6PCS	8030-3628	DOUBLE PRONG-#GHC3628	15.50	15.50
1	DZ	8055-1607035	SPONGE BRUSH-DOUBLE SIDED-6MM/12MM #RHA-580	29.95	29.95
1	DZ	8070-1804500	U PART WIG CAP-INVISIBLE LACE FRONT-CENTER PARTING #DIY004	24.50	24.50
1	DZ	8070-2276	HAIR NET-#02276	15.95	15.95
2	DZ	8073-1503277	DOME CAP-#030B	11.95	23.90

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Order Date	P.O. Number

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		11/7/2019	

Quantity	U/M	Item Code	Description	Price	Amount
1	DZ	8073-1706001	JUMBO SPANDEX-DREADLOCKS CAP-BLACK-UNISEX #DRE115B	25.95	25.95
1	DZ	8097-1159	WIG CAP-#DRE159	25.95	25.95
1	DZ	8110-1210086	HAIR BEADS-#TBR1000	15.95	15.95
1	2 DZ BOX	8110-1308120	HAIR BEADS-60CT-#30728	12.95	12.95
1	DZ	8110-1308128	HAIR BEADS-500CT-#BR2150WC	9.00	9.00
1	2 DZ	8110-1501207	HAIR BEAD-#38721	12.95	12.95
2	DZ	8213	BONDING GLUE 2OZ 4DZ/BOX	12.95	25.90
1	PACK O...	8230	30SEC LACE WIG BOND 1/2OZ	36.95	36.95
1	DZ	8244	30 SEC GLUE 4OZ	34.95	34.95
1	BOX	8253-101	LACE WIG TAPE-STRAIGHT G.1	20.95	20.95
1	EA	7298-27600	EQUAL LACE FRONT DEEP INVISIBLE PART "MELANIE" #OP30/240	12.95	12.95
1	EA	7298-27600	EQUAL LACE FRONT DEEP INVISIBLE PART "MELANIE" #OP30	12.95	12.95
10	EA	7100-000103 613	EZRDYB25-A EASY BRIAD 25" (V/F)#TT613/DPNK	2.95	29.50
10	EA	7100-000103 W...	EZRDYB25-A EASY BRIAD 25" (V/F)#TTWHT/DGR	2.95	29.50

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Order Date	P.O. Number

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		11/7/2019	

Quantity	U/M	Item Code	Description	Price	Amount
10	EA	7100-000103 W...	EZRDYB25-A EASY BRIAD 25" (V/F)#TTWHT/DPNK	2.95	29.50
5	EA	7100-000213 1	KING TIPS PF BODY WAVE 28 3X (BOBBI BOSS)#50	3.95	19.75
5	EA	7100-000213 1B	KING TIPS PF BODY WAVE 28 3X (BOBBI BOSS)#1B	3.95	19.75
5	EA	7100-000213 2	KING TIPS PF BODY WAVE 28 3X (BOBBI BOSS)#2	3.95	19.75
5	EA	7100-000213 1...	KING TIPS PF BODY WAVE 28 3X (BOBBI BOSS)#T1B/27	3.95	19.75
5	EA	7100-000213 430	KING TIPS PF BODY WAVE 28 3X (BOBBI BOSS)#T4/30	3.95	19.75
120	EA	7100-103 1B350	BOBBI BOSS KANEKALON BRAID 120/CASE #T350B	1.25	150.00
120	EA	7100-103 4	BOBBI BOSS KANEKALON BRAID 120/CASE #4	1.25	150.00
120	EA	7100-103 430	BOBBI BOSS KANEKALON BRAID 120/CASE #4/30	1.25	150.00
120	EA	7100-103 30	BOBBI BOSS KANEKALON BRAID 120/CASE #30	1.25	150.00
1	DZ	7408-002	HAIR CUTTER #GHC-01	9.95	9.95
1	DZ	8610-02	MIRROR-#Q0702	9.50	9.50
1	DZ	8684-1911058	GREY HANDLE HAIR SCISSORS #C502H	9.95	9.95
5	EA	7100-10003 1	2X HAVANA JUMBO TWIST 24"(M/W) #1	4.16	20.80

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**Invoice**

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TAMPA, FL 33634

Phone # (813)888-9400

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Terms	Rep	Ship	Via
		11/7/2019	

Quantity	U/M	Item Code	Description	Price	Amount
5	EA	7100-10003 1B	2X HAVANA JUMBO TWIST 24"(M/W) #1B	4.16	20.80
5	EA	7100-10003 2	2X HAVANA JUMBO TWIST 24"(M/W) #2	4.16	20.80
5	EA	7100-10003 4	2X HAVANA JUMBO TWIST 24"(M/W) #4	4.16	20.80
1	DZ SET	7409-991	COMB-#2508	7.50	7.50

All claims must be made within 7 days after receipts of good. No returns are permitted without authorization from Rocky Trading Co. There is a 15% restocking charge.

**Total**

\$1,367.00



669 River Drive, Suite 308  
 Elmwood Park, NJ 07407

ORIGINAL INVOICE

6061597

<b>REMIT TO</b>	<b>SOLD TO</b>	<b>SHIP TO</b>	<b>REFERENCE</b>
ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	<b>INVOICE 6061597</b> PG 3
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPORT
			AR Jodian Wickham
			AR PHN (973) 575-5260
			AR FAX (973) 575-5219
			AR EM JODIAN@ULTRADST.COM
			SLS LAURA ELSEVY(99)
			SLS PHN (973) 396-1136 1124
			USER PEREZ

**DELIVERY DATE:** \_\_\_\_\_ **MESSAGES** \_\_\_\_\_  
 NOT EARLIER THAN: 11/11/19  
 NOT LATER THAN:

FREIGHT: PREPAID  
 CARRIER: U.P.S.  
 PRO NBR: PENDING

LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
77	3	- EA	65226 BIGEN SEMI PERM H/C MD CHRY BRW	3385902005	6X	6-	bk 65226	4.59	2.85	8.55
78	3	- EA	65227 BIGEN SEMI PERM H/C MD WRM BRWN	3385902006	6X	6-	bk 65227	4.59	2.85	8.55
79	3	- EA	65233 BIGEN SEMI PERM H/C MED BROWN	3385902013	6X	6-	bk 65233	4.59	2.85	8.55
80	3	- EA	65224 BIGEN SEMI PERM H/C NAT BLACK	3385902003	6X	6-	bk 65224	4.59	2.85	8.55
81	3	EA	65261 BIGEN SEMI PERM H/C PLUM	3385900097	6X	6-	bk 65261	4.59	2.85	8.55
82	3	- EA	65237 BIGEN SEMI PERM H/C RUBY RED	3385902011	6X	6-	bk 65237	4.59	2.85	8.55
83	3	- EA	65236 BIGEN SEMI PERM VIVID AMBER	3385902015	6X	6-	bk 65236	4.59	2.85	8.55
84	3	- EA	65247 BIGEN SEMI PERM VIVID BLUE 3OZ	3385902016	6X	6-	bk 65247	4.59	2.85	8.55
85	3	EA	65262 BIGEN SEMI PERM VIVID BURG 3OZ	3385900098	6X	6-	bk 65262	4.59	2.85	8.55
86	3	- EA	65234 BIGEN SEMI PERM VIVID CORAL	3385902014	6X	6-	bk 65234	4.59	2.85	8.55
228	3	EA	65263 BIGEN SEMI PERM VIVID CRMSN 3OZ	3385900099	6X	6-	bk 65263	4.59	2.85	8.55
88	3	EA	65265 BIGEN SEMI PERM VIVID EM GRN 3Z	3385900101	6X	6-	bk 65265	4.59	2.85	8.55
89	3	EA	65264 BIGEN SEMI PERM VIVID IN BLU 3Z	3385900100	6X	6-	bk 65264	4.59	2.85	8.55
90	3	- EA	65246 BIGEN SEMI PERM VIVID PINK 3OZ	3385902017	6X	6-	bk 65246	4.59	2.85	8.55
91	3	- EA	65248 BIGEN SEMI PERM VIVID PRPLE 3OZ	3385902018	6X	6-	bk 65248	4.59	2.85	8.55
92	3	EA	91523 BLUE MAGIC ARGAN HR/CMPLX 13.75	7561018510	1X	12-	bk 91523	3.49	2.00	6.00
93	3	- EA	91525 BLUE MAGIC ARGAN MNG/LIME 13.75	7561018710	1X	12-	bk 91525	3.49	2.00	6.00
94	3	- EA	91522 BLUE MAGIC ARGAN VIT/E 13.75	7561018310	1X	12-	bk 91522	3.49	2.00	6.00
95	3	- EA	91506 BLUE MAGIC BERGAMOT GREEN 12 OZ	7561016110	4X	3-	bk 91506	3.49	2.00	6.00
96	3	- EA	91536 BLUE MAGIC CARROT OIL 13.75OZ	7561017410	1X	12-	bk 91536	3.49	2.00	6.00
97	3	- EA	31431 BLUE MAGIC CASTOR OIL 12 OZ	7561016810	4X	3-	bk 31431	3.49	2.00	6.00
98	3	- EA	91513 BLUE MAGIC COCONUT OIL 12 OZ	7561015910	4X	3-	bk 91513	3.49	2.00	6.00
99	3	- EA	91505 BLUE MAGIC COND BLUE 12 OZ	7561015710	4X	3-	bk 91505	3.49	2.00	6.00
100	3	- EA	4099 CANTU COLOR PROTECT CONDIT 13.5	81751301683	4X	3-	bk 4099	7.99	4.00	12.00
101	3	- EA	4100 CANTU COLOR PROTECT MASQUE 12OZ	81751301685	4X	3-	bk 4100	7.99	4.35	13.05
102	3	- EA	4098 CANTU COLOR PROTECT SHAMPO 13.5	81751301682	4X	3-	bk 4098	7.99	4.00	12.00
103	3	- EA	4111 CANTU CURL STRETCH CRM RINSE 10	81751301746	4X	3-	bk 4111	6.99	4.05	12.15
104	3	- EA	4002 CANTU HAIR & SCALP OIL 6.0 OZ	85601700008	4X	3-	bk 4002	6.99	4.15	12.45
375	9	- EA	4052 CANTU HYDRA LV/IN COND MIST 8OZ	81751301620	4X	3-	bk 4052	7.29	4.25	38.25



669 River Drive, Suite 308  
 Elmwood Park, NJ 07407

ORIGINAL INVOICE

6061597

<b>REMIT TO</b>	<b>SOLD TO</b>	<b>SHIP TO</b>	<b>REFERENCE</b>
ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	INVOICE 6061597 PG 4
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPOR
			AR Jodian Wickham
			AR PHN (973) 575-5260
			AR FAX (973) 575-5219
			AR EM JODIAN@ULTRADST.COM
			SLS LAURA ELSEVY(99)
			SLS PHN (973) 396-1136 1124
			USER PEREZ

**DELIVERY DATE:** \_\_\_\_\_ **MESSAGES** \_\_\_\_\_  
 NOT EARLIER THAN: 11/11/19  
 NOT LATER THAN:

FREIGHT: PREPAID  
 CARRIER: U.P.S.  
 PRO NBR: PENDING

LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
106	3	- EA	4045 CANTU KIDS NOURISH COND 8OZ	81751301547	4X	3- bk	4045	4.99	2.95	8.85
107	3	- EA	4046 CANTU KIDS NOURISH SHAMPOO 8OZ	81751301546	4X	3- bk	4046	4.99	2.95	8.85
108	3	- EA	4044 CANTU KIDS STYLING CUSTARD 8OZ	81751301545	4X	3- bk	4044	5.29	2.95	8.85
109	3	- EA	4089 CANTU MEN BEARD OIL 3.4OZ	81751301690	4X	3- bk	4089	6.99	3.75	11.25
306	3	- EA	4016 CANTU REPAIR CREAM & COND 16OZ	85601700012	4X	3- bk	4016	6.99	4.00	12.00
307	3	- EA	4017 CANTU REPAIR CREAM ARGAN 16OZ	81751301517	4X	3- bk	4017	6.99	4.60	13.80
374	9	- EA	4008 CANTU REPAIR CREAM NAT LV IN 12	81751301013	4X	3- bk	4008	6.99	4.15	37.35
308	3	- EA	4032 CANTU S/B COCONUT CURLNG CRM 12	81751301003	4X	3- bk	4032	6.99	4.60	13.80
373	3	- EA	4028 CANTU S/B CRMY HAIR LOTION 12OZ	81751301001	4X	3- bk	4028	6.99	4.25	12.75
372	3	- EA	4031 CANTU S/B CURL ACTIVATOR CRM 12	81751301000	4X	3- bk	4031	6.99	4.00	12.00
371	3	- EA	4029 CANTU S/B DP COND HAIR MASK 12Z	81751301004	4X	3- bk	4029	6.99	4.15	12.45
370	3	- EA	4013 CANTU S/B GROW STRONG TRTMNT 6Z	85601700004	4X	3- bk	4013	4.99	3.00	9.00
312	3	- EA	4053 CANTU S/B LV/IN COND LOT 10OZ	81751301621	4X	3- bk	4053	7.29	4.85	14.55
369	3	- EA	4012 CANTU S/B NATURAL CURL CUST 12Z	81751301012	4X	3- bk	4012	6.99	4.25	12.75
368	3	- EA	4030 CANTU S/B TWIST/LOCK GEL 13OZ	81751301005	4X	3- bk	4030	5.99	3.85	11.55
367	3	- EA	4068 CANTU S/B X/HOLD EDGE GEL 2.25Z	81751301569	3X	4- bk	4068	5.19	2.85	8.55
313	3	- EA	4034 CANTU SUL-FR CLNS CRM SHAM 13.5	81751301531	4X	3- bk	4034	5.99	4.15	12.45
314	3	- EA	4035 CANTU SUL-FR HYD CRM COND 13.5	81751301528	4X	3- bk	4035	5.99	4.15	12.45
426	3	EA	30524 CAROL'S BLK/VAN CMB CRM 8	82064523487	6X	4- bk	30524	11.99	7.80	23.40
427	3	- EA	30519 CAROL'S BLK/VAN COND 12OZ	82064522603	4X	4- bk	30519	13.99	9.10	27.30
428	3	- EA	30523 CAROL'S BLK/VAN EDGE 2OZ	82064523154	4X	4- bk	30523	9.99	6.50	19.50
429	3	- EA	30518 CAROL'S BLK/VAN LVE-IN 8Z	82064522604	6X	4- bk	30518	12.99	8.45	25.35
430	3	EA	30582 CAROL'S BLK/VAN SHMP W/FR LVEIN	82064500572	1X	6- bk	30582	11.99	7.80	23.40
431	3	- EA	30522 CAROL'S BLK/VAN SMTHIE 8Z	82064522608	6X	4- bk	30522	15.99	10.40	31.20
432	3	- EA	30534 CAROL'S H/MILK COND 12OZ	82064522610	4X	4- bk	30534	13.99	9.10	27.30
433	3	EA	30568 CAROL'S H/MILK CURL SPRAY 2OZ	82064523373	1X	24- bk	30568	3.99	2.29	6.87
434	3	EA	30536 CAROL'S H/MILK FOAM 5.85Z	82064522614	4X	4- bk	30536	13.99	9.10	27.30
435	3	- EA	30532 CAROL'S H/MILK LVE-IN 8OZ	82064522611	6X	4- bk	30532	13.99	9.10	27.30
436	3	EA	30569 CAROL'S H/MILK ORIG LV-IN 2 OZ	82064523371	1X	24- bk	30569	3.99	2.29	6.87



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ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	INVOICE 6061597 PG 5
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPORT
			AR Jodian Wickham
			AR PHN (973) 575-5260
			AR FAX (973) 575-5219
			AR EM JODIAN@ULTRADST.COM
			SLS LAURA ELSEVY (99)
			SLS PHN (973) 396-1136 1124
			USER PEREZ

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LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
437	3	- EA	30535 CAROL'S H/MILK PUDDING 8Z	82064522613	6X	4- bk	30535	13.99	9.10	27.30
438	3	- EA	30533 CAROL'S H/MILK SPRAY 10Z	82064522612	4X	4- bk	30533	12.99	8.45	25.35
110	3	- EA	19135 CLAIROL BB B01N CHAMPAGNE 3 OZ	7001810209	8X	6- bk	19135	5.39	3.25	9.75
111	12	- EA	19128 CLAIROL BB B08D L/ASH BRN 3 OZ	7001810163	8X	6- bk	19128	5.39	3.25	39.00
112	12	- EA	19137 CLAIROL BB B09W L/RED BRN 3 OZ	7001810189	8X	6- bk	19137	5.39	3.25	39.00
113	12	- EA	19129 CLAIROL BB B11W HONEY BRN 3 OZ	7001810165	8X	6- bk	19129	5.39	3.25	39.00
114	3	- EA	19130 CLAIROL BB B12D M/ASH BRN 3 OZ	7001810167	8X	6- bk	19130	5.39	3.25	9.75
231	6	- EA	19131 CLAIROL BB B13W M/WRM BRN 3 OZ	7001810169	8X	6- bk	19131	5.39	3.25	19.50
116	3	- EA	19138 CLAIROL BB B14W CD/RD BRN 3 OZ	7001810171	8X	6- bk	19138	5.39	3.25	9.75
117	12	- EA	19132 CLAIROL BB B15W D/WRM BRN 3 OZ	7001810173	8X	6- bk	19132	5.39	3.25	39.00
119	12	- EA	19139 CLAIROL BB B17W RSEWD BRN 3 OZ	7001810177	8X	6- bk	19139	5.39	3.25	39.00
118	3	- EA	19140 CLAIROL BB B175W WINE BRN 3 OZ	7001810175	8X	6- bk	19140	5.39	3.25	9.75
120	3	- EA	19133 CLAIROL BB B18D DRKST BRN 3 OZ	7001810179	8X	6- bk	19133	5.39	3.25	9.75
232	3	- EA	19134 CLAIROL BB B20D BLACK 3 OZ	7001810181	8X	6- bk	19134	5.39	3.25	9.75
122	3	- EA	19136 CLAIROL BB B22D JET BLACK 3 OZ	7001810183	8X	6- bk	19136	5.39	3.25	9.75
123	3	- EA	19065 CLAIROL BB B30W 14KRT GLD 3 OZ	7001810185	8X	6- bk	19065	5.39	3.25	9.75
124	3	- EA	19066 CLAIROL BB B40W AMETHYST 3 OZ	7001810187	8X	6- bk	19066	5.39	3.25	9.75
127	3	- EA	19213 CLAIROL BB G1A MID BLACK 3 OZ	7001810199	8X	6- bk	19213	6.99	4.25	12.75
128	3	- EA	19214 CLAIROL BB G2A DARK BRWN 3 OZ	7001810207	8X	6- bk	19214	6.99	4.25	12.75
129	3	- EA	19215 CLAIROL BB G2RV BUR BRWN 3 OZ	7001810203	8X	6- bk	19215	6.99	4.25	12.75
213	12	EA	19234 CLAIROL BB G3W RICK WLNUT 3 OZ	7001810193	8X	6- bk	19234	6.99	4.25	51.00
132	3	- EA	19216 CLAIROL BB G4R MAH RD BRW 3 OZ	7001810205	8X	6- bk	19216	6.99	4.25	12.75
133	3	- EA	63513 CLUBMAN MOUSTACHE WAX BLACK .5Z	7006602706	12X	6- bk	63513	4.29	2.62	7.86
134	3	- EA	63514 CLUBMAN MOUSTACHE WAX BROWN .5Z	7006604706	12X	6- bk	63514	4.29	2.62	7.86
135	3	- EA	63515 CLUBMAN MOUSTACHE WAX CHESN .5Z	7006607706	12X	6- bk	63515	4.29	2.62	7.86
136	3	- EA	63512 CLUBMAN MOUSTACHE WAX NEUTR .5Z	7006601706	12X	6- bk	63512	4.29	2.62	7.86
140	3	- EA	76771 COLORSILK 10 BLACK	30997869510	4X	3- bk	76771	3.99	2.60	7.80
141	3	- EA	76787 COLORSILK 11 SOFT BLACK	30997869511	4X	3- bk	76787	3.99	2.60	7.80
142	3	- EA	76786 COLORSILK 12 NAT BLUE BLACK	30997662312	4X	3- bk	76786	3.99	2.60	7.80



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ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	INVOICE 6061597 PG 6
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPORT
			AR Jodian Wickham
			AR PHN (973) 575-5260
			AR FAX (973) 575-5219
			AR EM JODIAN@ULTRADST.COM
			SLS LAURA ELSEVY (99)
			SLS PHN (973) 396-1136 1124
			USER PEREZ

**DELIVERY DATE:** NOT EARLIER THAN: 11/11/19  
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FREIGHT: PREPAID  
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 PRO NBR: PENDING

LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
143	3	- EA	76772 COLORSILK 20 BROWN/BLACK	30997869520	4X 3-	bk 76772		3.99	2.60	7.80
144	3	- EA	76773 COLORSILK 30 DARK BROWN	30997869530	4X 3-	bk 76773		3.99	2.60	7.80
145	3	- EA	76792 COLORSILK 34 DEEP BURGUNDY	30997869534	4X 3-	bk 76792		3.99	2.60	7.80
146	3	- EA	76790 COLORSILK 35 VIBRANT RED	30997845635	4X 3-	bk 76790		3.99	2.60	7.80
147	3	- EA	76793 COLORSILK 40 MEDIUM ASH BROWN	30997869540	4X 3-	bk 76793		3.99	2.60	7.80
148	3	- EA	76776 COLORSILK 41 MEDIUM BROWN	30997869541	4X 3-	bk 76776		3.99	2.60	7.80
149	3	- EA	76779 COLORSILK 42 MEDIUM AUBRN	30997869542	4X 3-	bk 76779		3.99	2.60	7.80
150	3	- EA	76775 COLORSILK 43 MEDIUM GLDN BROWN	30997869543	4X 3-	bk 76775		3.99	2.60	7.80
151	3	- EA	76791 COLORSILK 48 BURGUNDY	30997662348	4X 3-	bk 76791		3.99	2.60	7.80
152	3	- EA	76782 COLORSILK 51 LIGHT BROWN	30997869551	4X 3-	bk 76782		3.99	2.60	7.80
153	3	- EA	76781 COLORSILK 54 LIGHT GLDN BROWN	30997869554	4X 3-	bk 76781		3.99	2.60	7.80
154	3	- EA	76788 COLORSILK 57 LTST GLDN BROWN	30997845657	4X 3-	bk 76788		3.99	2.60	7.80
155	3	- EA	76783 COLORSILK 60 DARK ASH BLONDE	30997869560	4X 3-	bk 76783		3.99	2.60	7.80
156	3	- EA	76784 COLORSILK 61 DARK BLONDE	30997662361	4X 3-	bk 76784		3.99	2.60	7.80
157	3	- EA	76794 COLORSILK 95 LIGHT SUN BLONDE	30997845695	4X 3-	bk 76794		3.99	2.60	7.80
234	3	- EA	78630 COLORSILK #10 JET BLACK	30997099910	4X 3-	bk 78630		3.99	2.60	7.80
235	3	- EA	78629 COLORSILK #100 LIGHT GOLD BLOND	30997099903	4X 3-	bk 78629		3.99	2.60	7.80
160	3	- EA	78631 COLORSILK #21 NATURAL BLACK	30997099912	4X 3-	bk 78631		3.99	2.60	7.80
162	3	- EA	78632 COLORSILK #56 DEEP RED	30997099935	4X 3-	bk 78632		3.99	2.60	7.80
164	3	- EA	78637 COLORSILK #76 VIVID RED	30997099960	4X 3-	bk 78637		3.99	2.60	7.80
165	3	h EA	78638 COLORSILK #90 HONEY BLONDE	30997099995	4X 3-	bk 78638		3.99	2.60	7.80
166	3	EA	25127 CRM OF NAT N/L RELAXER NP SUP##	7572423303	1X 12-	bk 25127		10.89	6.95	20.85
319	3	- EA	78507 CRM/NAT ARGAN INTENSIVE CD 20OZ	7572425271	1X 12-	bk 78507		10.19	6.15	18.45
320	2	- DL	78587 CRM/NAT ARGAN OIL COND TRT 1.75	7572424566	6X 6-	bk 78587		1.99	7.35	14.70
360	3	- EA	78640 CRM/NAT ARGAN OIL EDGE BLK 2.25	7572439765	1X 6-	bk 78640		6.29	3.60	10.80
366	3	- EA	78502 CRM/NAT ARGAN OIL EDGE REG 2.25	7572406105	1X 6-	bk 78502		5.99	3.25	9.75
365	3	- EA	78608 CRM/NAT ARGAN OIL EDGE XTA 2.25	7572421404	1X 6-	bk 78608		5.99	3.25	9.75
364	3	- EA	78583 CRM/NAT ARGAN OIL FOAM MOUSSE 7	7572424438	4X 3-	bk 78583		5.99	3.50	10.50
363	3	- EA	78594 CRM/NAT ARGAN OIL INTEN TRT 12Z	7572425202	4X 3-	bk 78594		5.99	3.50	10.50



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ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	<b>INVOICE 6061597</b> PG 7
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPOR
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DELIVERY DATE: NOT EARLIER THAN: 11/11/19  
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LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
323	3	h	EA 78592 CRM/NAT ARGAN OIL L/IN COND 8.45	7572425200	4X	3-	bk 78592	5.99	4.00	12.00
362	3	-	EA 78593 CRM/NAT ARGAN OIL MST 8.45OZ	7572425201	4X	3-	bk 78593	5.99	3.50	10.50
322	3	-	EA 78591 CRM/NAT ARGAN OIL MST SHAMP 12Z	7572425199	4X	3-	bk 78591	5.99	4.00	12.00
361	3	h	EA 78584 CRM/NAT ARGAN OIL SH/SPRY 11.25	7572424439	1X	12-	bk 78584	6.29	3.50	10.50
324	3	-	EA 78586 CRM/NAT ARGAN OIL SHNE POLI 4OZ	7572424442	1X	12-	bk 78586	8.99	5.90	17.70
359	3	-	EA 78611 CRM/NAT COCONUT MILK COND 12OZ	7572421928	4X	3-	bk 78611	4.69	2.65	7.95
358	3	h	EA 78612 CRM/NAT COCONUT MILK LV/N 8.45Z	7572421929	4X	3-	bk 78612	4.29	2.60	7.80
357	3	-	EA 78610 CRM/NAT COCONUT MILK SHAMP 12OZ	7572421934	4X	3-	bk 78610	4.69	2.65	7.95
167	3	-	EA 78681 CRM/NAT PURE HONEY EDGES 2.25OZ	7572442805	2X	6-	bk 78681	6.29	3.70	11.10
168	3	-	EA 78679 CRM/NAT PURE HONEY LV/IN COND 8	7572442812	1X	12-	bk 78679	7.29	4.25	12.75
169	3	-	EA 78677 CRM/NAT PURE HONEY LV/IN DET 8Z	7572442803	4X	3-	bk 78677	6.29	3.70	11.10
170	3	-	EA 78675 CRM/NAT PURE HONEY MASK 11.5OZ	7572442802	2X	3-	bk 78675	7.29	4.25	12.75
172	3	-	EA 78680 CRM/NAT PURE HONEY S/LOTION 12Z	7572442804	4X	3-	bk 78680	6.29	3.70	11.10
173	3	-	EA 78674 CRM/NAT PURE HONEY SHAMPOO 12OZ	7572442800	1X	12-	bk 78674	6.29	3.70	11.10
175	3	EA	78704 CRM/NAT PURE HONEY SHINE MST 4	7572447319	1X	12-	bk 78704	5.99	4.00	12.00
174	3	EA	78604 CRM/NATXARGANXOILXPREFCT TRIO KT	7572408060	1X	6-	bk 78604	14.99	10.00	30.00
176	3	EA	35262 CURLS BLUEBERRY CONTRL JELLY3.4	85977600077	1X	6-	bk 35262	4.99	3.00	9.00
177	3	-	EA 35241 CURLS BLUEBERRY GRWTH OIL 4OZ	85977600093	1X	6-	bk 35241	11.99	8.05	24.15
178	3	-	EA 35242 CURLS BLUEBERRY HAIR MASK 8OZ	85977600022	1X	6-	bk 35242	14.99	9.60	28.80
179	3	-	EA 35238 CURLS BLUEBERRY LVE IN COND 8OZ	85977600020	1X	6-	bk 35238	11.99	7.18	21.54
181	3	-	EA 35231 CURLS BLUEBERRY PASTE 4OZ	85977600000	1X	6-	bk 35231	8.99	5.33	15.99
182	3	-	EA 35254 CURLS BLUEBERRY SCALP TRTMNT 4Z	85977600082	1X	6-	bk 35254	11.99	7.20	21.60
183	3	-	EA 59944 D/E COCO/MONOI MOIST EDGE 2.3OZ	87540800605	1X	6-	bk 59944	11.99	7.20	21.60
184	3	-	EA 59923 D/E COCO/MONOI MOIST MASQUE 12Z	87540800468	1X	6-	bk 59923	12.99	7.80	23.40
185	3	-	EA 59920 D/E COCO/MONOI SHNE MIST 4OZ	87540800457	1X	6-	bk 59920	13.99	8.39	25.17
186	3	-	EA 59947 D/E LAVNDR/AGAVE COND 12Z	87540800472	1X	6-	bk 59947	11.99	7.20	21.60
187	3	-	EA 59949 D/E LAVNDR/AGAVE CREME 4Z	87540800474	1X	6-	bk 59949	7.99	4.80	14.40
188	3	-	EA 59946 D/E LAVNDR/AGAVE HAIR BATH 12Z	87540800471	1X	6-	bk 59946	11.99	7.20	21.60
190	3	-	EA 59948 D/E LAVNDR/AGAVE PRIMER 8Z	87540800473	1X	6-	bk 59948	10.99	6.60	19.80



669 River Drive, Suite 308  
 Elmwood Park, NJ 07407

ORIGINAL INVOICE

6061597

<b>REMIT TO</b>	<b>SOLD TO</b>	<b>SHIP TO</b>	<b>REFERENCE</b>
ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	<b>INVOICE 6061597</b> PG 8
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPORT
			AR Jodian Wickham
			AR PHN (973) 575-5260
			AR FAX (973) 575-5219
			AR EM JODIAN@ULTRADST.COM
			SLS LAURA ELSEVY (99)
			SLS PHN (973) 396-1136 1124
			USER PEREZ

**DELIVERY DATE:**  
 NOT EARLIER THAN: 11/11/19  
 NOT LATER THAN:

**MESSAGES**

FREIGHT: PREPAID  
 CARRIER: U.P.S.  
 PRO NBR: PENDING

LINE	QTY	UM	ITEM	DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
192	3	h	EA 59950	D/E LAVNDR/AGAVE SERUM 4Z	87540800448	1X	6- bk	59950	9.99	6.00	18.00
193	3	-	EA 59960	D/E MOROCCAN OIL COND 6OZ	87540800927	1X	6- bk	59960	5.99	3.60	10.80
194	3	h	EA 59961	D/E MOROCCAN OIL SERUM 4OZ	87540800546	1X	6- bk	59961	7.99	4.80	14.40
195	3	-	EA 59959	D/E MOROCCAN OIL SHAMP 6OZ	87540800926	1X	6- bk	59959	5.99	3.60	10.80
196	3	-	EA 59962	D/E MOROCCAN OIL SHINE SPRAY 4Z	87540800449	1X	6- bk	59962	7.99	4.80	14.40
197	3	-	EA 20003	DOO GRO ANTI-ITCH FORMULA 4 OZ	64901075167	1X	12- bk	20003	7.19	4.00	12.00
198	3	-	EA 20017	DOO GRO ANTI-ITCH OIL 4.5 OZ	64901075191	1X	12- bk	20017	7.19	4.00	12.00
199	3	-	EA 20009	DOO GRO DEEP DOWN CONDITION 8OZ	64901075185	1X	12- bk	20009	7.19	4.00	12.00
200	3		EA 20037	DOO GRO EDGE GEL ARGAN 2.25OZ	64901075147	1X	12- bk	20037	5.99	3.15	9.45
201	3		EA 20036	DOO GRO EDGE GEL OLIVE 2.25OZ	64901075145	1X	12- bk	20036	5.99	3.15	9.45
202	3		EA 20001	DOO GRO EXTRA LIGHT ORIG 4 OZ	64901075160	1X	12- bk	20001	7.19	4.00	12.00
203	3	h	EA 26043	DR.MIRACLE'S NEW GROWTH KIT REG	80253521701	2X	3- bk	26043	5.09	2.65	7.95
204	3	-	EA 26044	DR.MIRACLE'S NEW GROWTH KIT SUP	89712700050	1X	6- bk	26044	5.39	2.65	7.95
205	4	h	EA 26023	DR.MIRACLE'S RELAXER KIT REG	80253521501	2X	3- bk	26023	9.99	5.75	23.00
208	3	-	EA 22070	ECOCO STYLE GEL CLEAR 8 OZ	74837800113	1X	12- bk	22070	2.39	1.20	3.60
209	3	-	EA 22046	ECOCO STYLE GEL COCONUT 8 OZ	74837800417	1X	24- bk	22046	2.59	1.65	4.95
210	3	-	EA 22135	ECOCO STYLE GEL GOLD 8 OZ	74837800469	1X	12- bk	22135	3.39	2.00	6.00
211	3	-	EA 22071	ECOCO STYLE GEL OLIVE 8 OZ	74837800110	1X	12- bk	22071	2.39	1.20	3.60
443	3		EA 22161	ECOCO STYLE GEL OLIVE P 16OZ	9017422161	1X	6- bk	22161	3.29	.01	3
418	3		EA 7027	ELEGANCE AFTER SHAV JUPITER16.9	28500195930	1X	12- bk	7027	8.39	5.60	16.80
419	3		EA 7025	ELEGANCE AFTER SHAVE EARTH 16.9	28500195929	1X	12- bk	7025	8.39	5.60	16.80
420	3		EA 7026	ELEGANCE AFTER SHAVE VENUS 16.9	28500195931	1X	12- bk	7026	8.39	5.60	16.80
407	3		EA 7019	ELEGANCE GEL WAX HARD 3.38OZ	28302200015	1X	24- bk	7019	6.99	4.60	13.80
408	3		EA 7020	ELEGANCE GEL WAX SOFT 3.38OZ	28302200016	1X	24- bk	7020	6.99	4.60	13.80
409	3		EA 7022	ELEGANCE HAIR CONDITIONER 16.9Z	28302200006	1X	12- bk	7022	6.99	4.60	13.80
410	3		EA 7016	ELEGANCE HAIR CREAM BRILLIAN8.8	28700023406	2X	6- bk	7016	6.99	4.60	13.80
411	3		EA 7021	ELEGANCE HAIR SHAMPOO 16.9OZ	28500195578	1X	12- bk	7021	6.99	4.60	13.80
412	3		EA 7018	ELEGANCE MATTE STYL PASTE 4.93Z	28700023451	1X	12- bk	7018	9.99	6.50	19.50
413	3	-	EA 39704	EMERGENCIA AVOCADO COND 16OZ	46016962493	1X	12- bk	39704	5.99	3.75	11.25



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ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	<b>INVOICE 6061597</b> PG 9
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPOR
			AR Jodian Wickham
			AR PHN (973) 575-5260
			AR FAX (973) 575-5219
			AR EM JODIAN@ULTRADST.COM
			SLS LAURA ELSEVY (99)
			SLS PHN (973) 396-1136 1124
			USER PEREZ

**DELIVERY DATE:** \_\_\_\_\_ **MESSAGES** \_\_\_\_\_  
 NOT EARLIER THAN: 11/11/19  
 NOT LATER THAN:

FREIGHT: PREPAID  
 CARRIER: U.P.S.  
 PRO NBR: PENDING

LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
414	3	EA	39717 EMERGENCIA AVOCADO LEAVE IN 8OZ	46016962464	1X 12-	bk 39717		6.99	4.50	13.50
415	3	- EA	39703 EMERGENCIA AVOCADO SHAMPOO 16OZ	46016962483	1X 12-	bk 39703		5.99	3.75	11.25
417	3	EA	39720 EMERGENCIA AVOCADO TRTMNT 32OZ	46016962486	1X 12-	bk 39720		13.59	9.00	27.00
380	3	h EA	33154 FANTASIA FRIZZ BUSTER BNS 6 OZ	1131304005	1X 6-	bk 33154		8.99	5.00	15.00
379	3	h EA	33181 FANTASIA OLIVE OIL POLISH BN 6Z	1131303025	1X 6-	bk 33181		9.29	5.25	15.75
378	3	- EA	33184 FANTASIA POLISH HEAT PROT BN 6Z	1131303015	1X 6-	bk 33184		7.99	5.25	15.75
377	3	h EA	33110 FANTASIA POLISH REG BONUS 6 OZ	1131301993	1X 6-	bk 33110		7.99	5.25	15.75
376	3	EA	33153 FANTASIA SPRTZ REG 2 OZ	1131301001	1X 48-	bk 33153		1.79	.95	2.85
317	3	- EA	13605 HAIRFINITY BALNCE MOIST CND 12Z	85049700315	1X 6-	bk 13605		20.00	12.00	36.00
315	3	EA	13601 HAIRFINITY DIETARY SUPPL 60CAPS	85049700300	1X 12-	bk 13601		24.99	18.00	54.00
316	3	- EA	13604 HAIRFINITY GNTL CLNSE SHAMP 12Z	85049700314	1X 6-	bk 13604		20.00	12.00	36.00
318	3	- EA	13614 HAIRFINITY LEAVE-IN COND 8OZ	85049700354	1X 6-	bk 13614		24.99	15.00	45.00
445	3	EA	43609 HOLLYWOOD OIL T-TREE P	4583600017	6X 12-	bk 43609		3.79	.01	3
442	10	- EA	46109 ISOPLUS NEUTRALIZING SHAMP 8 OZ	2130621029	1X 12-	bk 46109		1.99	1.10	11.00
239	3	- EA	19449 JUST FOR MEN DARKEST BROWN	1150904931	4X 3-	bk 19449		10.49	6.50	19.50
240	3	- EA	19447 JUST FOR MEN JET BLACK	1150904936	4X 3-	bk 19447		10.49	6.50	19.50
241	3	- EA	19448 JUST FOR MEN REAL BLACK	1150904935	4X 3-	bk 19448		10.49	6.50	19.50
242	1	- CS	73302 KALEIDOSCOPE MIRACLE DRPS 2 OZ	85663300800	1X 12-	1 73302		19.95	120.00	120.00
421	3	- EA	48301 KINKY-CURLY COME CLEAN SHAM 8OZ	68907619518	1X 12-	bk 48301		9.99	8.00	24.00
243	3	- EA	48303 KINKY-CURLY CURL CUSTARD GEL 8Z	68907619578	1X 12-	bk 48303		16.99	11.13	33.39
244	3	- EA	48302 KINKY-CURLY KNOT TODAY COND 8OZ	68907619528	1X 12-	bk 48302		11.99	7.76	23.28
245	3	- EA	9905 LETS JAM SHINE & HOLD BNS 5.5OZ	7279079058	1X 6-	bk 9905		3.69	2.00	6.00
246	3	- EA	9910 LETS JAM SHINE & HOLD GEL 14 OZ	7279061566	1X 6-	bk 9910		7.99	4.65	13.95
248	3	- EA	9902 LETS JAM SHINE GEL REG 14OZ	7279061557	1X 6-	bk 9902		7.99	4.65	13.95
249	3	- EA	9906 LETS JAM SHINE GEL REG BNS 5.5Z	7279079057	1X 6-	bk 9906		3.69	2.00	6.00
356	3	- EA	25033 LOTTABODY CNTRL ME GEL 2.25Z	7572408401	2X 6-	bk 25033		4.29	3.00	9.00
354	3	- EA	25042 LOTTABODY MILK&HONEY CONDITI 10	7572444835	4X 3-	bk 25042		5.19	3.00	9.00
353	3	- EA	25045 LOTTABODY MILK&HONEY EDGE 2.25Z	7572444838	1X 6-	bk 25045		4.79	2.50	7.50
352	3	- EA	25043 LOTTABODY MILK&HONEY LV/IN 8OZ	7572444837	4X 3-	bk 25043		5.99	3.25	9.75



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ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	INVOICE 6061597 PG10
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPORT
			AR Jodian Wickham
			AR PHN (973) 575-5260
			AR FAX (973) 575-5219
			AR EM JODIAN@ULTRADST.COM
			SLS LAURA ELSEVY(99)
			SLS PHN (973) 396-1136 1124
			USER PEREZ

DELIVERY DATE:  
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LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
350	3	- EA	25041 LOTTABODY MILK&HONEY SHAMPOO 10	7572444834	4X 3-	bk 25041		5.19	3.00	9.00
250	3	- EA	25039 LOTTABODY SET BLUE 8 OZ	7572413008	1X 12-	bk 25039		5.99	4.00	12.00
251	3	- EA	50118 MANE CHOICE DETNGLE COND 8OZ	85009300524	1X 6-	bk 50118		12.99	7.79	23.37
252	3	- EA	50117 MANE CHOICE DETNGLE SHAMPOO 8OZ	85009300523	1X 6-	bk 50117		12.99	7.79	23.37
253	3	- EA	50122 MANE CHOICE EDGE CONTROL 2OZ	85009300519	1X 12-	bk 50122		9.99	5.99	17.97
255	3	- EA	50121 MANE CHOICE GROWTH OIL 4OZ	85009300525	1X 6-	bk 50121		11.99	7.19	21.57
256	3	EA	50202 MANE CHOICE KILLER CURLS COND 8	85934000772	1X 6-	bk 50202		15.99	9.60	28.80
257	3	EA	50204 MANE CHOICE KILLER CURLS GEL 12	85934000774	1X 6-	bk 50204		15.99	9.60	28.80
258	3	EA	50203 MANE CHOICE KILLER CURLS MSK 12	85934000773	1X 6-	bk 50203		17.99	10.80	32.40
259	3	EA	50205 MANE CHOICE KILLER CURLS SERM 2	85934000775	1X 12-	bk 50205		12.99	7.80	23.40
260	3	EA	50201 MANE CHOICE KILLER CURLS SHMP 8	85934000771	1X 6-	bk 50201		13.99	8.40	25.20
261	3	- EA	50100 MANE CHOICE MANETABOLISM PLUS	85009300504	1X 12-	bk 50100		25.99	15.59	46.77
262	3	- EA	50120 MANE CHOICE ORCHID STY GEL 16OZ	85009300522	1X 6-	bk 50120		11.99	7.19	21.57
254	3	- EA	50119 MANE CHOICE 3IN1 CONDITIONER 8Z	85009300521	1X 6-	bk 50119		13.99	8.39	25.17
263	3	EA	76717 MAUI COCO OIL C/QUEN COND 13Z	2279618002	1X 4-	bk 76717		8.19	5.40	16.20
264	3	EA	76718 MAUI COCO OIL C/QUEN MILK 8Z	2279618003	1X 6-	bk 76718		8.19	5.40	16.20
265	3	EA	76716 MAUI COCO OIL C/QUEN SHAMP 13Z	2279618001	1X 4-	bk 76716		8.19	5.40	16.20
266	3	EA	76719 MAUI COCO OIL C/QUEN SMOOTH 12Z	2279618004	1X 6-	bk 76719		8.19	5.40	16.20
267	3	- EA	64201 MIELLE MOIST AVOCDO HR MILK 8OZ	85410200604	1X 6-	bk 64201		12.99	8.60	25.80
268	3	- EA	64262 MIELLE MOISTURE RX HR BUTTER 12	85000126516	1X 6-	bk 64262		9.99	6.60	19.80
269	3	- EA	64260 MIELLE MOISTURE RX LV-IN CND 12	85000126514	1X 6-	bk 64260		9.99	6.60	19.80
270	3	- EA	64259 MIELLE MOISTURE RX OVRN COND 12	85000126500	1X 6-	bk 64259		9.99	6.60	19.80
271	3	- EA	64261 MIELLE MOISTURE RX SCLP TRT 2OZ	85000126515	1X 12-	bk 64261		9.99	6.60	19.80
272	3	- EA	64258 MIELLE MOISTURE RX STYLE GEL 12	85000126501	1X 6-	bk 64258		6.99	4.65	13.95
273	3	- EA	64236 MIELLE POM/HONEY CONDITION 12OZ	85410200680	1X 6-	bk 64236		12.99	8.60	25.80
227	3	- DL	64247 MIELLE POM/HONEY CUSTARD DL12	85410200681	2X 12-	64247		23.89	14.40	43.20
225	3	- EA	64225 MIELLE POM/HONEY LVE-IN COND 12	85410200639	1X 6-	bk 64225		12.99	8.60	25.80
276	3	- EA	64237 MIELLE POM/HONEY REFR SPRAY 8OZ	85410200674	1X 6-	bk 64237		12.99	8.60	25.80
277	3	- EA	64235 MIELLE POM/HONEY SHAMPOO 12OZ	85410200679	1X 6-	bk 64235		12.99	8.60	25.80



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ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	<b>INVOICE 6061597</b> PG11
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPOR
			AR Jodian Wickham
			AR PHN (973) 575-5260
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			USER PEREZ

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LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
275	1	DL	64263 MIELLE POM/HONEY 20PC PDQ DL20	85000126517	1X	1-	64263	12.99	172.00	172.00
278	3	- EA	64243 MIELLE ROSE MINT EDGE GEL 2OZ	85410200675	2X	6-	bk 64243	6.99	4.65	13.95
279	3	- EA	64242 MIELLE ROSE MINT GROWTH OIL 2OZ	85410200673	1X	12-	bk 64242	9.99	6.60	19.80
281	3	- EA	64245 MIELLE ROSE MINT SHAMPOO 12OZ	85410200677	1X	6-	bk 64245	9.99	6.60	19.80
229	3	- EA	64246 MIELLE ROSE MINT STYLING CRM 8Z	85410200678	1X	6-	bk 64246	9.99	6.60	19.80
349	3	EA	5424 OGX BRAZ/KERTN THR COND 13Z	2279691602	1X	6-	bk 5424	7.19	4.80	14.40
348	3	EA	5423 OGX BRAZ/KERTN THR SHAMP 13Z	2279691601	1X	6-	bk 5423	7.19	4.80	14.40
347	3	EA	76679 OGX COCONUT CURLS COND 13Z	2279690092	1X	6-	bk 76679	7.19	4.80	14.40
346	3	EA	76660 OGX COCONUT CURLS FINISH MIST 6	2279664021	1X	6-	bk 76660	8.69	5.75	17.25
345	3	EA	5409 OGX COCONUT CURLS SHAMPOO 13Z	2279690090	1X	6-	bk 5409	7.19	4.80	14.40
282	3	EA	5404 OGX COCONUT MILK COND 13 OZ	2279691006	1X	6-	bk 5404	7.19	4.80	14.40
283	3	EA	5405 OGX COCONUT MILK SHAMP 13Z	2279691005	1X	6-	bk 5405	7.19	4.80	14.40
344	3	EA	76684 OGX EUCALYPTUS MINT COND 13Z	2279690061	1X	6-	bk 76684	8.69	5.75	17.25
343	3	EA	76683 OGX EUCALYPTUS MINT SHAMP 13Z	2279690060	1X	6-	bk 76683	8.69	5.75	17.25
284	3	EA	76653 OGX MARULA OIL SHAMPOO 13Z	2279661031	1X	4-	bk 76653	7.19	4.80	14.40
285	3	EA	76690 OGX MOROCCAN CURL CREAM 6Z	2279691617	1X	6-	bk 76690	7.19	4.80	14.40
286	3	EA	5415 OGX MOROCCAN OIL COND 13OZ	2279691612	1X	6-	bk 5415	7.19	4.80	14.40
287	3	EA	5410 OGX MOROCCAN OIL SHAMPOO 13OZ	2279691611	1X	6-	bk 5410	7.19	4.80	14.40
342	3	EA	76713 OGX TEA TREE MINT COND 13Z	2279691015	1X	6-	bk 76713	7.19	4.80	14.40
341	3	EA	76712 OGX TEA TREE MINT SHMP 13Z	2279691014	1X	6-	bk 76712	7.19	4.80	14.40
340	3	EA	76737 OGX VITAMIN B5 CONDITIONER 13OZ	2279690031	1X	6-	bk 76737	7.19	4.80	14.40
325	3	- EA	57597 ORS COCONUT OIL 5.5 OZ	63216912014	1X	12-	bk 57597	5.49	2.65	7.95
326	3	- EA	57551 ORS CRMY ALOE SHMP 12.5Z	63216911102	1X	6-	bk 57551	6.99	3.35	10.05
328	3	- EA	57576 ORS OLIVE HEAT PRO SERUM 6 OZ	63216911163	1X	12-	bk 57576	7.99	4.15	12.45
329	3	- EA	57552 ORS OLIVE MOUSSE SET 7 OZ	63216911107	1X	6-	bk 57552	6.99	3.35	10.05
330	3	- EA	57546 ORS OLIVE OIL LOT 8.5 OZ	63216911079	1X	6-	bk 57546	5.69	3.00	9.00
331	3	- EA	57518 ORS OLIVE OIL SUL-FR SHAMP 12.5	63216911184	1X	6-	bk 57518	6.29	3.35	10.05
332	3	- EA	57598 ORS OLIVE PUDDING 13 OZ	63216911164	1X	6-	bk 57598	5.99	3.25	9.75
327	4	h EA	57547 ORS OLIVE RELAXER KIT REG	63216911098	1X	6-	bk 57547	8.99	4.75	19.00



669 River Drive, Suite 308  
 Elmwood Park, NJ 07407

ORIGINAL INVOICE

6061597

<u>REMIT TO</u>	<u>SOLD TO</u>	<u>SHIP TO</u>	<u>REFERENCE</u>
ULTRA/STANDARD DISTRIBUTORS	BGM BEAUTY SUPPLY	BGM BEAUTY SUPPLY	INVOICE 6061597 PG12
PO BOX 416250	TRACY TRESTON	(772) 380-7452	PO/DPT NONE
BOSTON, MA 02241-6250	1620 AVENUE D		INV/DUE 11/11/19 11/16/19
(973) 575-5260	FORT PIERCE FL 34950	1620 AVENUE D	TERMS PREPAY
ATTN: CASH APPS		FORT PIERCE FL 34950	ACCT 15/10255/00001
			VIA BELLPORT
			AR Jodian Wickham
			AR PHN (973) 575-5260
			AR FAX (973) 575-5219
			AR EM JODIAN@ULTRADST.COM
			SLS LAURA ELSEVY (99)
			SLS PHN (973) 396-1136 1124
			USER PEREZ

DELIVERY DATE: \_\_\_\_\_ MESSAGES \_\_\_\_\_  
 NOT EARLIER THAN: 11/11/19  
 NOT LATER THAN:

FREIGHT: PREPAID  
 CARRIER: U.P.S.  
 PRO NBR: PENDING

LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
333	3	- EA	57573 ORS OLIVE REPL COND 12.25 OZ	63216911108	1X 6-	bk 57573		6.99	3.95	11.85
334	3	h EA	57530 ORS OLIVE SHEEN SPRY W/COCO11.7	63216911030	1X 6-	bk 57530		5.29	2.95	8.85
335	3	- EA	57542 ORS TEA TREE OIL 5.5 OZ	63216912011	1X 12-	bk 57542		5.49	2.75	8.25
424	3	EA	5466 PONDS 3.5 OZ COLD CREAM	30521001300	16X 3-	bk 5466		5.39	2.65	7.95
423	3	EA	5492 PONDS 6.5 OZ DRY SKIN CREAM	30521004400	8X 3-	bk 5492		7.48	4.50	13.50
422	3	EA	61409 PONDS CLARANT BR GRASA 3.52OZ	50105633030	1X 24-	bk 61409		8.49	5.60	16.80
381	3	- EA	91446 S/M BLK SOAP 8OZ	76430223303	6X 4-	bk 91446		5.99	3.90	11.70
294	3	EA	91918 S/M COCO HIB COND COMBO 13OZ	76430229086	1X 6-	bk 91918		10.99	8.95	26.85
382	3	- EA	91437 S/M COCO HIB COND CURL MILK 8OZ	76430229024	4X 3-	bk 91437		10.99	7.80	23.40
383	3	- EA	91436 S/M COCO HIB CURL SHAMPOO 13OZ	76430229020	4X 3-	bk 91436		10.99	7.15	21.45
384	3	- EA	91439 S/M COCO HIB CURL SMOOTHIE 12OZ	76430229022	4X 3-	bk 91439		12.99	8.45	25.35
385	3	- EA	91440 S/M COCO HIB CURL SOUFFLE 12OZ	76430229031	4X 3-	bk 91440		12.99	8.45	25.35
386	3	- EA	91480 S/M COCO HIB CURL/SHINE COND 13	76430229062	4X 3-	bk 91480		10.99	7.15	21.45
387	3	EA	91961 S/M COCO HIB HAIR MASQ 12OZ	76430229108	4X 3-	bk 91961		12.99	8.45	25.35
293	3	EA	91917 S/M COCO HIB SHAMP COMBO 13OZ	76430229085	1X 6-	bk 91917		10.99	8.95	26.85
295	3	EA	91919 S/M COCO HIB SMOOTHIE COMBO 12Z	76430229091	1X 6-	bk 91919		12.99	9.95	29.85
388	3	- EA	91385 S/M COCONUT CONDITIONER 13OZ	76430220418	4X 3-	bk 91385		10.99	7.15	21.45
389	3	- EA	91386 S/M COCONUT LEAVE-IN TRTMT 8OZ	76430220421	4X 3-	bk 91386		11.99	7.80	23.40
390	3	- EA	91384 S/M COCONUT SHAMPOO 13OZ	76430220417	4X 3-	bk 91384		10.99	7.15	21.45
296	3	- EA	91632 S/M JBCO CONDITIONER 13OZ	76430221559	4X 3-	bk 91632		11.99	8.40	25.20
391	3	- EA	91627 S/M JBCO EDGE TREATMENT # 4OZ	76430221557	4X 3-	bk 91627		11.99	7.15	21.45
297	3	EA	91341 S/M JBCO LEAVE-IN COND 11OZ	76430221584	4X 3-	bk 91341		11.99	9.09	27.27
392	3	EA	91734 S/M JBCO LOC&BRAID BUTTER 6OZ	76430221567	4X 3-	bk 91734		10.99	7.16	21.48
298	3	- EA	91604 S/M JBCO MASQUE 12OZ	76430221555	4X 3-	bk 91604		12.99	9.09	27.27
299	3	EA	91340 S/M JBCO SHAMPOO 13OZ	76430221583	4X 3-	bk 91340		11.99	9.09	27.27
394	3	- EA	91907 S/M MANUKA HONEY COND 13OZ	76430223105	4X 3-	bk 91907		10.99	7.15	21.45
395	3	- EA	91908 S/M MANUKA HONEY HAIR MASQ 12OZ	76430223106	4X 3-	bk 91908		12.99	8.45	25.35
396	3	EA	91963 S/M MANUKA HONEY LV IN MILK 8OZ	76430223143	4X 3-	bk 91963		11.99	7.80	23.40
397	3	- EA	91906 S/M MANUKA HONEY SHAMPOO 13OZ	76430223104	4X 3-	bk 91906		10.99	7.15	21.45



669 River Drive, Suite 308  
 Elmwood Park, NJ 07407

ORIGINAL INVOICE

6061597

<b>REMIT TO</b>	<b>SOLD TO</b>	<b>SHIP TO</b>	<b>REFERENCE</b>
ULTRA/STANDARD DISTRIBUTORS PO BOX 416250 BOSTON, MA 02241-6250 (973) 575-5260 ATTN: CASH APPS	BGM BEAUTY SUPPLY TRACY TRESTON 1620 AVENUE D FORT PIERCE FL 34950	BGM BEAUTY SUPPLY  (772) 380-7452 1620 AVENUE D FORT PIERCE FL 34950	<b>INVOICE 6061597</b> PG13 PO/DPT NONE INV/DUE 11/11/19 11/16/19 TERMS PREPAY ACCT 15/10255/00001 VIA BELLPORT AR Jodian Wickham AR PHN (973) 575-5260 AR FAX (973) 575-5219 AR EM JODIAN@ULTRADST.COM SLS LAURA ELSEVY (99) SLS PHN (973) 396-1136 1124 USER PEREZ
<b>DELIVERY DATE:</b>	<b>MESSAGES</b>		
NOT EARLIER THAN: 11/11/19 NOT LATER THAN:			
FREIGHT: PREPAID CARRIER: U.P.S. PRO NBR: PENDING			

LINE	QTY	UM	ITEM DESCRIPTION	UPC	PACK	CS	YOUR#	RETAIL	COST	EXTENSION
291	2	EA	91916 S/M RAW SHEA COND COMBO 13OZ	76430228112	1X	6- bk	91916	10.99	8.95	17.90
292	1	EA	91916 S/M RAW SHEA COND COMBO 13OZ	76430228112	1X	6- bk	91916	10.99	8.95	8.95
*	3		91916 **** ITEM SUB TOTAL ****			1			8.95	26.85 *
400	3	EA	91936 S/M RAW SHEA CURL CUSTARD #12OZ	76430228098	4X	3- bk	91936	12.99	8.45	25.35
401	3	- EA	91430 S/M RAW SHEA DP TRTMT MASQUE 12	76430228024	4X	3- bk	91430	12.99	8.45	25.35
402	3	- EA	91429 S/M RAW SHEA RESTOR COND 13OZ	76430228021	4X	3- bk	91429	10.99	7.15	21.45
290	3	EA	91915 S/M RAW SHEA SHAMPOO COMBO 13OZ	76430228111	1X	6- bk	91915	10.99	8.95	26.85
403	3	- EA	91428 S/M RAW SHEA SHAMPOO MOIST 13OZ	76430228020	4X	3- bk	91428	10.99	7.15	21.45
404	3	- EA	91425 S/M YUCCA ANTI-BRKG COND # 13OZ	76430221021	4X	3- bk	91425	10.99	7.15	21.45
405	3	- EA	91427 S/M YUCCA GRWTH MILK # 8OZ	76430221019	4X	3- bk	91427	10.99	7.80	23.40
406	3	- EA	91424 S/M YUCCA THICKNING SHAMP # 12Z	76430221020	4X	3- bk	91424	10.99	7.80	23.40
425	6	h EA	92940 SALON PRO HAIR BONDING GLUE 1OZ	74681707301	1X144-	bk	92940	.99	.60	3.60
288	3	EA	48913 SHE IS BOMB EDGE CONTROL 3.5OZ	86028900120	1X	24- bk	48913	10.59	6.95	20.85
289	3	EA	48914 SHE IS BOMB HAIR WAX STICK 2.7Z	86028900121	1X	24- bk	48914	10.59	6.95	20.85
300	3	EA	3046 TRES TWO HAIR SPR EXT HOLD 11OZ	2240000521	1X	6- bk	3046	7.99	4.00	12.00
301	3	h EA	3047 TRES TWO HAIR SPR ULTR 11 OZ	2240000522	1X	6- bk	3047	6.99	4.00	12.00
304	3	h EA	3031 TRESEMME MOUSSE CURL ENHAN 10.5	2240062366	1X	6- bk	3031	6.99	4.00	12.00
305	3	h EA	3032 TRESEMME MOUSSE EXTRA HOLD 10.5	2240064316	1X	6- bk	3032	6.99	4.00	12.00
302	3	EA	6115 TRESEMME 28 OZ CND ANTI BREAKAG	2240039376	1X	6- bk	6115	6.09	3.95	11.85
303	3	EA	6086 TRESEMME 28 OZ SHMP ANTI-BREAK	2240039366	1X	6- bk	6086	6.09	3.95	11.85
336	3	h EA	93435 VIGOROL MOUSSE CURLY 12OZ	7831947103	1X	6- bk	93435	5.29	3.10	9.30
337	3	h EA	93434 VIGOROL MOUSSE MAX SHINE 12OZ	7831947101	1X	6- bk	93434	5.29	3.10	9.30
338	3	h EA	93433 VIGOROL MOUSSE OLIVE OIL 12OZ	7831947102	1X	6- bk	93433	5.29	3.10	9.30
339	3	h EA	93432 VIGOROL MOUSSE RELAXED 12OZ	7831947104	1X	6- bk	93432	5.29	3.10	9.30

Tkn	Pieces	GrossWt	Volume	<b>TOTAL</b>
000	1234	606 lb	29.6cuft	<b>INVOICE</b> \$6,013.53 USD
				<b>COST</b>

INVOICE CASE TOTAL 2 INVOICE EACH TOTAL 1234

# INVOICE

## Xuchang LongShengYuan Hair Products Co., Ltd.

Buyer: Tracy Treston

Seller: Carey Wanyan

NO: 2019-11-23

Phone/WhatsApp: +8618837175640

Item	Style	Length (inches)	Color	Unit price (USD/PC)	Quantity (PCS)	Amount (USD)
Hair bundle	straight	12	natural	11.40	3	34.20
4*4 closure	4*4 closure straight	10	natural	9.80	1	9.80
Hair bundle	straight	14	natural	15.40	3	46.20
4*4 closure	4*4 closure straight	12	natural	12.20	1	12.20
Hair bundle	straight	16	natural	18.50	3	55.50
4*4 closure	4*4 closure straight	14	natural	14.50	1	14.50
Hair bundle	body wave	14	natural	15.40	3	46.20
4*4 closure	4*4 closure body wave	12	natural	12.20	1	12.20
Hair bundle	body wave	16	natural	18.50	3	55.50
4*4 closure	4*4 closure body wave	14	natural	14.50	1	14.50
Hair bundle	body wave	18	natural	22.60	3	67.80
4*4 closure	4*4 closure body wave	16	natural	17.00	1	17.00
Hair bundle	deep wave	12	natural	12.40	3	37.20
4*4 closure	4*4 closure deep wave	10	natural	10.80	1	10.80
Hair bundle	deep wave	14	natural	16.40	3	49.20
4*4 closure	4*4 closure deep wave	12	natural	13.20	1	13.20
Hair bundle	Italy curly	14	natural	16.40	3	49.20
4*4 closure	4*4 closure Italy curly	12	natural	13.20	1	13.20
Hair bundle	Italy curly	18	natural	23.60	3	70.80
4*4 closure	4*4 closure Italy curly	16	natural	18.00	1	18.00
Hair bundle	water wave	16	natural	20.00	3	60.00
4*4 closure	4*4 closure water wave	14	natural	16.00	1	16.00
Hair bundle	water wave	20	natural	28.20	3	84.60
4*4 closure	4*4 closure water wave	18	natural	23.00	1	23.00
13*4 frontal	13*4 frontal straight	12	natural	29.50	1	29.50

13*4 frontal	13*4 frontal body wave	14	natural	32.90	1	32.90
13*4 frontal	13*4 frontal deep wave	16	natural	39.50	1	39.50
13*4 frontal	13*4 frontal water wave	14	natural	34.40	1	34.40
13*4 frontal	13*4 frontal Italy curly	14	natural	33.90	1	33.90
500 pieces tag and 500 pieces wrap						25.00
100 pieces bag						25.00
<b>UPS express Freight(to US)</b>						75.00
<b>Total Paid</b>					53	1075.00

Economic And Technological Development Zone, Xuchang, Henan, China. (Mainland)



From: HomeDepot@order.homedepot.com  
Subject: We received your order!  
Date: Dec 3, 2019 at 1:31:06 PM  
To: akgrocery20@gmail.com



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More doing.®



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OUR APP >

## THANKS FOR YOUR ORDER, ROBIN!

Please review the details below to know what to expect next.

[Check Order Status](#)



Order Number

**WA74623166**

Order Date

**Nov. 28, 2019**

## Your Order

Questions about your order? Text us at **38698**

### Ship to Home Items

You will receive a shipping email once your items have shipped.

#### Shipping Address

Treston Tracy  
3433 Se Bevil Ave  
Port Saint Lucie, FL 34984  
772-486-4025

Item	Unit Price	Qty	Item Total
BEHR ULTRA 1 gal. #P240-7	\$32.98	2.00	\$65.96



Joyful Orange Matte Interior Paint  
and Primer in One

Internet # 205293994

Est Arrival: **Dec. 3 - Dec. 3**



**BEHR ULTRA** 1 gal. #S-G-400  
Lime Pop Matte Interior Paint and  
Primer in One

\$32.98

2.00

\$65.96

Internet # 204877779

Est Arrival: **Dec. 3 - Dec. 3**



**BEHR PREMIUM PLUS** 1 gal.  
#S-H-560 Royal Breeze Flat Low  
Odor Interior Paint and Primer in  
One

\$24.98

2.00

\$49.96

Internet # 204869432

Est Arrival: **Dec. 3 - Dec. 3**



**BEHR ULTRA** 1 gal. #N290-2  
Authentic Tan Matte Interior Paint  
and Primer in One

\$32.98

2.00

\$65.96

Internet # 205282932

Est Arrival: **Dec. 3 - Dec. 3**

**BEHR PREMIUM PLUS** 5 gal.

\$84.98

1.00

\$84.98



**Ultra Pure White Ceiling Flat Interior Paint**

Store SKU # 210728

Internet # 100192072

Est Arrival: **Dec. 3 - Dec. 3**



**BEHR ULTRA 1 gal. #P480-6 Aruba Blue Satin Enamel Interior Paint and Primer in One**

\$35.98

2.00

\$71.96

Internet # 205284674

Est Arrival: **Dec. 3 - Dec. 3**

## Pick Up in Store Items

Please wait until you receive a pickup notification before coming to the store.

Most orders will be available within two hours. Items requiring assembly may take longer. If you requested assembly for your order, please wait for a phone call from our store letting you know your orders are ready for pickup.

Pickup Store	Pickup Person
--------------	---------------

**West Port St Lucie #6376**  
700 Sw St Lucie W Blvd  
Port Saint Lucie, FL 34986  
772-878-4206

tracy treston

Item	Unit Price	Qty	Item Total
<b>3M ScotchBlue 24 in. x 30 yd. Pre-Taped Painter's Plastic with</b>	\$7.97	1.00	\$7.97



**Edge-Lock and Dispenser**

Store SKU # 1000640870

Internet # 204344770

**FREE** assembly selected

Est Pickup Date: **Nov. 27**



**Unbranded 9 in. Metal Paint  
Roller Tray**

\$3.24

2.00

\$6.48

Store SKU # 130451

Internet # 100077262

**FREE** assembly selected

Est Pickup Date: **Nov. 27**



**Wooster 2 in. Shortcut Polyester  
Angle Sash Brush**

\$5.87

2.00

\$11.74

Store SKU # 670030

Internet # 100357411

**FREE** assembly selected

Est Pickup Date: **Nov. 27**



**Linzer 9 in. Sponge Faux Finish  
Paint Roller Cover**

\$9.97

2.00

\$19.94

Store SKU # 224118

Internet # 203230115

**FREE** assembly selected

Est Pickup Date: **Nov. 27**

**QEP 14 in. Wide Floor Surface  
Scraper and Stripper**

\$19.97

1.00

\$19.97



Store SKU # 786527  
 Internet # 100147899  
**FREE** assembly selected  
 Est Pickup Date: **Nov. 27**



**Unbranded** 9 in. Plastic Tray  
 Liner (10-Pack)

\$5.97      1.00      \$5.97

Store SKU # 1000994486  
 Internet # 205541528  
**FREE** assembly selected  
 Est Pickup Date: **Nov. 27**

[Check Order Status](#)

Subtotal	\$476.85
Discount	-\$54.49
Shipping	\$54.49
Sales Tax	\$0.00
Express Delivery	\$0.00

**Order Total**      **\$476.85**

 **BLACK FRIDAY SAVINGS**

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**WHILE SUPPLIES LAST**

**YOU MIGHT ALSO LIKE**

5 gal. Pure White Base 1 Flat






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# Shopping Cart

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FREE Shipping on eligible items. [See Details](#)

## Checkout

Item	How To Get It	Qty	Item Total
 <p><b>Glacier Bay 2-Piece 1.28 GPF ...</b> Model #N2428E</p>	<div style="border: 1px solid orange; padding: 5px; margin-bottom: 5px;"> <p><b>In-Store Pick Up</b> 30 in stock at Jensen Beach, FL 34957   <a href="#">Change</a> <b>FREE</b></p> </div> <div style="border: 1px solid gray; padding: 5px; margin-bottom: 5px;"> <p>Ship to Home</p> </div> <div style="border: 1px solid gray; padding: 5px;"> <p><b>Express Delivery</b> Starting at \$8.99 for delivery</p> </div>	<div style="border: 1px solid gray; padding: 5px; width: 40px; text-align: center;">1</div> <p>\$99.00/Item</p>	\$99.00
<p><a href="#">Save for Later</a>   <a href="#">Save to Favorites</a>   <a href="#">Remove</a></p>			
 <p><b>BEHR ULTRA 1 gal. #P480-4 ...</b> Model #775401</p>	<div style="border: 1px solid orange; padding: 5px; margin-bottom: 5px;"> <p><b>Ship To Store</b> Nov. 06–Nov. 08 Jensen Beach 34957   <a href="#">Change</a> <b>FREE</b></p> </div> <div style="border: 1px solid gray; padding: 5px; margin-bottom: 5px;"> <p>Ship to Home</p> </div> <div style="border: 1px solid gray; padding: 5px;"> <p><b>Express Delivery</b> Not Available for this item</p> </div>	<div style="border: 1px solid gray; padding: 5px; width: 40px; text-align: center;">2</div> <p>\$35.98/Item</p>	\$71.96
<p><a href="#">Save for Later</a>   <a href="#">Save to Favorites</a>   <a href="#">Remove</a></p>			
<p> <b>Request a painter through Pro Referral</b> <a href="#">What to expect</a></p>			<p><a href="#">Request</a></p>
 <p><b>Glacier Bay 18-1/2 in. W Vanity in ...</b> Model #GB18P2-WH</p>	<div style="border: 1px solid gray; padding: 5px; margin-bottom: 5px;"> <p><b>In-Store Pick Up</b> <b>FREE</b></p> </div> <div style="border: 1px solid gray; padding: 5px; margin-bottom: 5px;"> <p>Ship to Home</p> </div> <div style="border: 1px solid orange; padding: 5px;"> <p><b>Express Delivery</b> Delivery tomorrow, Nov. 4 34957   <a href="#">Change</a> <b>\$8.99</b></p> </div>	<div style="border: 1px solid gray; padding: 5px; width: 40px; text-align: center;">1</div> <p>\$79.00/Item</p>	\$79.00
<p><a href="#">Save for Later</a>   <a href="#">Save to Favorites</a>   <a href="#">Remove</a></p>			
 <p><b>Ultra Faucets Non Metallic Series 4 ...</b> Model #15710148</p>	<div style="border: 1px solid gray; padding: 5px; margin-bottom: 5px;"> <p><b>Ship To Store</b> <b>FREE</b></p> </div> <div style="border: 1px solid orange; padding: 5px; margin-bottom: 5px;"> <p><b>Ship to Home</b> Estimated Arrival: Tue, Nov 12 <b>FREE</b></p> </div> <div style="border: 1px solid gray; padding: 5px;"> <p><b>Express Delivery</b> Not Available for this item</p> </div>	<div style="border: 1px solid gray; padding: 5px; width: 40px; text-align: center;">1</div> <p>\$19.27/Item</p>	\$19.27
<p><a href="#">Save for Later</a>   <a href="#">Save to Favorites</a>   <a href="#">Remove</a></p>			

### Need Help?

See our [online FAQs](#) or phone us:  
 Online Customer Support: 1-800-430-3376  
 Major Appliances: 1-877-946-9843  
 Custom Blinds: 1-800-658-7320  
 Call 7 days a week - 6 a.m. to 2 a.m. EST

### Your Order

<b>Subtotal</b>	<b>\$269.23</b>
Estimated Shipping*	<b>FREE</b>
Pick Up In Store	<b>FREE</b>
Estimated Express Delivery*	<b>\$8.99</b>
Sales Tax (determined in later step)	---

**Total** **\$278<sup>22</sup>**

✓ **Free Shipping on Most Orders | Applied**  
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[Have a promo code?](#)

**City Commission Regular Meeting**

**11. d.**

**Meeting Date:** 02/03/2020

**Re:** Way to Grow Lincoln Park Grant Award - A&K Grocery LLC

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**SUBJECT:**

Approve grant award for Tiffany Treston, owner of A&K Grocery LLC, in the amount of \$9,992.06, as an eligible recipient under the Way to Grow Lincoln Park Historic Avenue D Business District Small Business Startup/Relocation Grant Program.

**SUMMARY:**

2018-19 CDBG allocates funds for small businesses of up to \$3000. The partnership with Allegany Franciscan Ministries presented an additional grant source of up to \$7000 for each small business in this program. Tiffany Treston requested monthly rent for two months and reimbursement for startup expenses. Ms. Treston's application included business plan, receipts startup equipment expenses and inventory.

**RECOMMENDATION:**

Approve grant award for A&K Grocery LLC to cover small business startup expenses.

**ALTERNATIVES:**

Do not approve this grant award.

**RESPONSIBLE STAFF:**

Caleta Scott, Manager, Grants Administration Division

**COORDINATED WITH:**

Lincoln Park Revitalization Coordinator

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Fiscal Year:** 2018  
**Account:** 10390025548410  
**Amount:** 2992.06

**OTHER INFORMATION:**

This expenditure will be reimbursed to the city via 2018-19 CDBG funds

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**Attachments**

Grant Agreement  
Application & Supporting Documents

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## Form Review

### Inbox

Finance Department

City Manager

Form Started By: Caleta Scott

Final Approval Date: 01/28/2020

### Reviewed By

Johnna Morris

Nick Mimms

### Date

01/27/2020 10:23 AM

01/28/2020 08:50 AM

Started On: 01/22/2020 10:33 AM

## AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_ **2020**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR** and **A&K GROCERY LLC**, a Florida for-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

## **WITNESSETH**

**WHEREAS**, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (the Act); and

**WHEREAS**, the Fort Pierce City Commission, on July 20, 2015 approved the 2016-2020 5 Year Consolidated Plan which allocates funding for Micro Enterprise Assistance for small businesses to receive educational information and small grants to purchase items to increase their capacity and sustainability; and

**WHEREAS**, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the recipients' mini-grant application;

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. The specific project to be provided, including intended uses for the Grant funds by **Recipient** are set forth in **Exhibit "A"** to this Agreement.
2. This Agreement shall take effect on the date executed by the **Grantor**.
3. **Grantor** agrees to pay invoices for approved expenditures, as specified in the Agreement and Exhibits thereto, of **Recipient**, up to the agreed amount of **\$9,992.06 (Nine Thousand Nine Hundred Ninety-two Dollars and Six Cents)**. The Grantor shall be notified in writing of all authorized persons, with their addresses, who are empowered to file requests for payment pursuant to this Agreement. Reimbursement shall not be sought pursuant to this Agreement for any expenses or costs which are to be paid from another source of revenue.
4. All funds from **Grantor** to **Recipient** being donated under the terms of this Agreement shall be used solely for the purpose of those specified in Attachment/Exhibit A. The project and any use of the Grant funds must comply with the City of Fort Pierce 2018-2019 Community Development Block Grant Action Plan. **Recipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.
5. Publications, press releases, media productions and exhibit graphics produced by the **Recipient** shall include the following statement:

**Sponsored in part by the City of Fort Pierce's Way to Grow Lincoln Park Startup or Relocate Grant Program**

6. Recipient agrees to submit to **Grantor, through the Grants Administration Division**, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

7. Term of Contract: This Agreement shall take effect on the day the Grantor executes the agreement and terminate on **September 30, 2020**.

8. In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the Grantor for that portion of its obligations which have been paid by another source of revenue.

The Subrecipient shall notify the Grantor in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

9. Use of Funds: Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794)(and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101)(and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive orders 11063, 11246, 11375, 12086, and 12259.

The Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments;" OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and

Local Governments," specified at 24 CFR 570.502(a). If the Operating Agency is not a government agency, OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A,B,C,F,H,N, and O to OMB Circular A-110, as specified at 24 CFR 570.502(b).

Any equipment purchases over \$5,000 (five thousand dollars) must be maintained, and available for on-site monitoring, if requested, for a minimum of five (5) years. Property Management Standards - 24 CFR 84.30 through 84.37 Summary requires recipients to follow uniform standards for using and disposing of real property and equipment. Equipment is defined as having a useful life of one year and a per unit value of \$5,000 or more.

When equipment is no longer needed in the same project and it cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is less than \$5,000, the recipient may dispose of the equipment and retain the proceeds as miscellaneous revenue. When equipment is no longer needed in the same project, cannot be used in any other Federally-assisted project of the recipient, and the value of the property in question is \$5,000 or more, disposition instructions should be requested from HUD.

**The Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.**

10. Assignment: Without written consent of the Grantor, this Agreement is not assignable by the Subrecipient, either in whole or in part.

11. Alteration: No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12. General Terms and Conditions:

- A. The Subrecipient agrees to submit project status reports to the Grantor on a monthly basis and other reports, as may be required, until project is completed. A standard reporting form will be provided by the Grantor.
- B. The Subrecipient agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. Non-federal entities that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 24 CFR Part 84, Subpart B. A Subrecipient is exempt from Federal audit requirements if it receives less than \$300,000 in combined Federal assistance during its fiscal year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.
- C. The Subrecipient agrees that the Grantor or any authorized representative has access to and the right to examine all records, books, papers or documents related to the project.
- D. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than five (5) years after the project terminates and grants the Grantor the option of retention of the project records, books, papers and documents.

- E. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- F. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- G. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- H. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire to private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- I. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- J. The Grantor shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the Grantor from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- K. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operations, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the Grantor from and against any and all liability for any noncompliance on the part of the Subrecipient.
- L. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this Contract be an employee of the Grantor for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of Grantor's employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- M. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.

### 13. Special Terms and Conditions

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, the Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate

an Assignment of Proceeds and Grant of Lien without written consent from the Grantor. All reports or accounting provided for herein shall be rendered whether or not falling due within the contract period.

- B. Further, the Grantor reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
- 1) Notification by HUD to the Grantor that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
  - 2) Notification by HUD to the Grantor that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
  - 3) Written notification from HUD to the Grantor that the program funds made available to the Grantor are being curtailed, withdrawn, or otherwise restricted.
- C. The Grantor also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:
- 1) Fails to file required reports or to meet project progress or completion deadlines;
  - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
  - 3) Expends funds under this Agreement for ineligible activities, services or items;
  - 4) Implements the project prior to the notification from the Grantor that the federal environmental review process has been completed;
  - 5) Violates Labor Standards requirements, or
  - 6) Fails to comply with written notice from the Grantor of substandard performance under the terms of this Agreement.

#### 14. Other Provisions

##### A. Equal Employment Opportunity

During the performance of this contract, the Subrecipient agrees as follows:

- 1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms or compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Subrecipient will, in all solicitations of advertisements for employees placed by on or behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

- 3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the Grantor's office, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- 7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to enter into such litigation to protect the interest of the United States.

#### B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with Grantor's policy and all requirements imposed by or pursuant to the Regulation of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

##### Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race color, creed, religion, sex, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law:

- 1) Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- 2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a

different from that provided to others under the program or activity.

- 3) Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- 4) Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- 5) Treat an individual differently from others in determining whether the individual satisfies an admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- 6) Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

- 1) The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedures to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
- 2) If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally-Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

The Subrecipient and all subcontractors engaged in contracts in excess of \$2,000 to which the United States is a party for the construction, completion, rehabilitation, alteration, and/or repair, including painting and decorating, of public buildings or public works, financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and

the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with the subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-235). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. The Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

J. Special Assessments.

The Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the

requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses.

The Subrecipient will comply with the "City of Fort Pierce Community Development Block Grant Program Plan for Minimizing the Displacement of Persons as a result of Community Development Block Grant Funded Activities". The Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, the Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If the Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the Grantor's "Plan to Assist Persons Actually Displaced By Community Development Block Grant Activities," and the Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Reversion of Assets.

Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantor or its designee any CDBG funds on hand at the time of expiration.

M. Lobbying Restrictions.

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3) It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

**IN WITNESS THEREOF**, the Grantor and the Subrecipient have executed this Agreement as of the date first above written.

ATTEST: GRANTOR:  
CITY OF FORT PIERCE

\_\_\_\_\_  
Linda Cox, City Clerk

\_\_\_\_\_  
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: \_\_\_\_\_  
Pete Sweeney, City Attorney

SUBRECIPIENT: **A&K GROCERY, LLC**

By: \_\_\_\_\_  
**Tiffany Treston**

Print: \_\_\_\_\_

Title: **Owner**

Today's Date: \_\_\_\_\_



THE SUNRISE CITY  
**FORT PIERCE**  
 GRANTS ADMINISTRATION  
 DIVISION  
*Florida*



Received

JAN 22 2020

City of Fort Pierce  
 City Manager's Office

**To:** Nick Mimms, P.E., City Manager  
**From:** Caleta Scott, Manager, Grants Administration Division  
**Thru:** Johnna Morris, Director of Finance  
**RE:** WAY TO GROW, Lincoln Park! – A&K Grocery, LLC  
**FINAL GRANT REVIEW**  
**Date:** January 22, 2020

Please review the final grant award details for A&K Grocery. An invoice is attached for your reference.

This payment is covered under the 2018 CDBG allocation for "Technical Assistance for Small Business" and Allegany Franciscan Ministries Way to Grow, Lincoln Park! (Private Source) grant.

<b>Funding Source</b>	<b>Account</b>	<b>Amount</b>
CDBG	103-9002-554.84-10	\$2,992.06
ALLEGANY (Private)	103-9002-554.84-10	\$7,000.00
<b><u>GRANT AWARD(S):</u></b>		<b>\$9,992.06</b>
<b><u>GRANT RECIPIENT:</u></b>	<b>A&amp;K Grocery, LLC</b>	

This approved review will accompany all Finance Department requisition processing.

Thank you.

**APPROVED**  
  
 1/24/20



Received

Date application received (to be filled out by City): SEP 25 2019

Grants Administration

**City of Fort Pierce  
Historic Avenue D Business District  
Small Business Startup/Relocation Grant Program**

**Application**

1. Name of Business: A & K Grocery LLC

2. Type of Business: Grocery Store

3. Business Owner:

Name: Tracy Treston

Address: 8282 Spicebush Terrace Port St. Lucie FL 34952

Phone (Best Contact #): 7723807452

4. Business Relocation Information (for **EXISTING** businesses **RELOCATING** to Target Area)

Business Previous Address: \_\_\_\_\_

How Long Have You Been in Business? \_\_\_\_\_

Identify all anticipated relocation expenses:

Rent Differential: \$ \_\_\_\_\_

Moving Cost: \$ \_\_\_\_\_

Initiation & Hook-up of Utilities: \$ \_\_\_\_\_

Equipment Setup Costs: \$ \_\_\_\_\_

Interior Remodeling: \$ \_\_\_\_\_

Signage: \$ \_\_\_\_\_

Fees (permits, deposits, etc.): \$ \_\_\_\_\_

Other (list at right): \$ \_\_\_\_\_

Total Anticipated Expenses: \$ \_\_\_\_\_

**Note:** Provide written estimates (with contact info for each estimate) for each expense listed above)

5. Business Startup Information (for **NEW** businesses **OPENING** in Target Area)

Identify all anticipated expenses:

Rent: \$ 1000/mo

Initiation & Hook-up of Utilities: \$ 450

Equipment Setup Costs: \$ 4808.63

Interior Remodeling: \$ 5714.90 *FLOORS, ETC*

Signage: \$ 200

Fees (permits, deposits, etc.): \$ \_\_\_\_\_

Other (list at right): \$ \_\_\_\_\_

Total Anticipated Expenses: \$ 15000

**Note:** Provide written estimates (with contact info for each estimate) for each expense listed above)



**City of Fort Pierce  
Historic Avenue D Business District  
Small Business Startup/Relocation Grant Program**

6. Business Plan prepared by:

Name: Alfredo Adessi

Address: 220 South Military Trail Deerfeild Beach Florida 33442

Phone (Best Contact #): 954-553-3930

**Statement of Understanding**

The applicant (undersigned) agrees to comply with the guidelines of the Historic Avenue D Business District Business Startup/Relocation Grant Program.

Approved recipients of this grant award may opt to have invoices paid directly from the Grants Administration Division to the grant recipient's selected vendors or to receive the grant funds as a reimbursement when approved invoices and proofs of purchase are provided for reimbursement.

The applicant further understands that the applicant must submit detailed cost documentation to be considered for this grant award.

Business Owner Signature: *[Signature]* Date: 9/25/19

Business Owner Name (Print) Tracy Treston

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Name (Print) \_\_\_\_\_

**Return this application with proper signatures and all required attachments to:**

City of Fort Pierce Grants Administration Division / Attn: Historic Avenue D Business District  
Business Startup/Relocation Grant Program / Fort Pierce City Hall / 100 North U.S. Hwy, 1 / Fort  
Pierce, Florida 34950.

## Detail by Entity Name

Florida Limited Liability Company

A & K GROCERY LLC

### Filing Information

**Document Number** L19000243223

**FEI/EIN Number** NONE

**Date Filed** 09/26/2019

**Effective Date** 12/01/2019

**State** FL

**Status** ACTIVE

### Principal Address

1619 AVE D  
FT. PIERCE, FL 34950

### Mailing Address

1619 AVE D  
FT. PIERCE, FL 34950

### Registered Agent Name & Address

FAIRITY RESTORATION & CABINETRY LLC  
460 NW CONCOURSE PLACE # 6  
PORT ST LUCIE, FL 34986

### Authorized Person(s) Detail

NONE

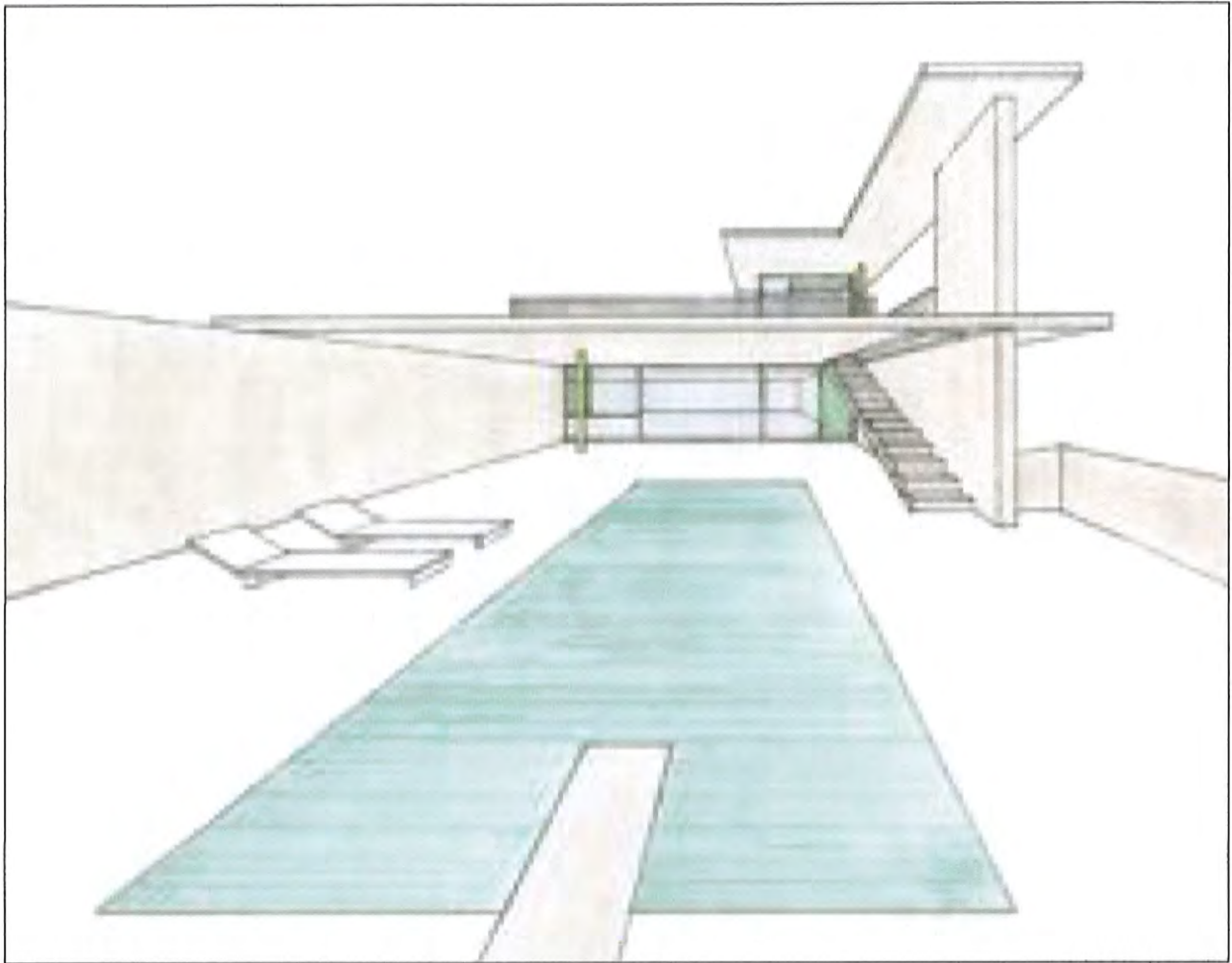
### Annual Reports

**No Annual Reports Filed**

### Document Images

[09/26/2019 – Florida Limited Liability](#)

[View image in PDF format](#)



# Project Proposal

Prepared for: Tracey Treston, Owner

Prepared by: Asha Boykins, Owner

September 13, 2019

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# A & K Grocery LLC

## Proposal Details

### Basic Store Information

1619 Ave D Ft. Pierce Florida, 34950

Store Hours 8:00 am-9:00 pm

Working Hours

8:00am-4:30pm

4:30pm-09:00pm

Employs a staff of two people which owner working shifts needed

Hourly Pay \$9.00

### Introduction to our company inspiration & mission

The main goal for A & K Grocery LLC is to incorporate products we use on a daily basis into our community and bring awareness to a healthy, natural way of life free from chemical damage. I want to bring products into the community that have always been deemed as expensive or designer to combat issues that we face everyday. The products that A & K Grocery will feature our community uses for their benefits everyday and we have seen tremendous growth in our health and lifestyle. The majority of the products are black owned and produced in South Florida. We have forged relationships with these companies to wholesale their products to us to benefit our community. The produce and grocery we carry are organic and free from chemicals. We source them from local farms in Ft. Pierce, in the event that we cannot source from our local farms we will source them from Miami Florida. All of our products & produce will be the freshest and healthiest available. We will carry a wide variety of vegetables like squash, pumpkin, okra, eggplant, beans, radish, corn, potato, tomato, etc. We will carry a wide variety of fruits like, cherries, mangoes, oranges, pineapples, cantaloupe, dragon fruit, grapes, guava, papaya, plums, peaches, and lemons.

I am extremely sensitive, and all of these companies have made products that are not harmful to my body. I have been in contact with companies that formulate organic, natural, and vegan products and vitamins that are beneficial to our bodies like biotin, cranberry capsules, turmeric, lemon grass, chamomile, and avocado oil just to name a few. Women health is a quality of life-threatening issue that women in our community are experiencing today. We are experiencing the harsh effects of years of using harmful chemicals in our hair. Myself for one can give my testimony on what years of chemical damage has done to my hair, years of using skin products not formulated for melanin skin. I used KAVA KAVA products and it allowed me to focus on my business and help alleviate the everyday stress that life throws at me.

The fresh produce we carry will help transform our health in so many ways. In children these days that are so used to eating processed meats, sugars, and genetically engineered foods that organic

vegetables are foreign. I became a pescatarian 5 years ago and it was the best decision I ever made. My 6-year-old son does not eat meat and prefers water and vegetables compared to most children. I taught my son that eating healthy can taste just as good as eating junk food. Based on this principle I plan on having nutritional work shops in our store monthly to educate the community on the healthier options. We will bring in guest speakers, and we will be carrying salads and fresh juices that are made locally to stimulate change on a level that can appeal to everyone.

Below please find a brief list of companies we will feature in our store. Although we will carry many brands these companies listed below have been personally used by myself and my family for years and I have contacted them in an effort to supply their product at an affordable price to my customers.

#### Juicy KittyCo Women Feminine Care Products

- We will be stocking Juicy Kitty products in our store which is a natural line of products for women's many vaginal changes. We will be carrying Open Says Me, Keep It Tight, Baggal Tingz Yoni Bar, and Cotton Candy Body Butter just to name a few. Attached please find details regarding her products.

#### (KAVA KAVA) ( Total Life Changes) Anxiety Stress Relief Products

- We will be carrying multiple lines of vitamins that target anxiety, stress, and everyday common issues that plague our community people. We will be carrying CBT water, CBT vitamins, KAVA KAVA Tonga Pouni Ono, KAVA KAVA Fiji Loa Waka, KAVA KAVA Vanuatu Borogu just to name a few of the products we will carry.

#### Ancient Cosmetics

- We will carry their full line of soaps that combat everyday issues we suffer from like dry skin, hyperpigmentation, oily skin, acne prone skin etc., We will feature their even skin tone line which focuses on Hyperpigmentation, sweet almond + black seed oil body butter, rose hip seed oil which helps regenerate the anti-aging properties in our skin which helps with scars and reducing lines in our face and wrinkles.

#### Multi-Vitamins

- We will carry vitamins for hair from The Maine Choice. Which will help stimulate hair growth by providing the needed nutrients that harsh waters can strip away from our hair, and skin. We will sell the full line of Nutraburst which is a daily vitamin supplement which will detoxify your system, it contains 13 elements including Ginseng, Grapeseed Extract, Green Tea, and Kelp. This blend of multivitamin has 72 minerals 10 vitamins, 22 phytonutrients 19 amino acids, 13 whole food greens, 12 herbs all in one 16 fluid oz bottle. We will also carry a variety of vitamins to combat common discomforts.

During our grand opening period we plan to host giveaways to attract our neighbors, we will advertise with the other businesses in the area as well as the community youth center. We will host monthly nutrition classes which attendees will receive a gift card for our store or to one of the stores in our community. We will also partner during special seasons like Christmas to participate in a community

toy drive. We also plan to have local business owners who have a trade like braiding, electrical, carpentry, to introduce the community to the many options available to them. Through our efforts we believe we can bring about change to a community who has long deserved it.

I would like to thank you for the opportunity to become a bolt in a machine that is powering this amazing movement in a community that is full of untapped potential.

Tracy Treston

Received

SEP 24 2019

Grants Administration

*Strategic & Tactical Business Plan  
For*

***A & K Grocery LLC***

*“Conveniently Located Neighborhood Café and Food Market  
Featuring Fresh Juices and Crisp Salads Designed to  
Accommodate the Needs of a Diverse Clientele”*

**1619 B Avenue D  
Fort Pierce, Florida 34950**



**Phone Number: (772) 380-7452**

**Email Address:**

**[mainstreet772@aol.com](mailto:mainstreet772@aol.com)**

## **Outline Editor – Master Outline**

### **1 Cover Page**

### **2 Confidentiality Agreement**

### **3 Executive Summary**

3.1 Objectives

3.2 Mission

3.3 Keys to Success

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4.3 Start-up Summary

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5.6 Future Products and/or Future Services

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6.3.1 Business Participants or Industry Participants

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- 9.1 Important Assumptions
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- 9.7 Explanation of Business Ratios
- 9.8 Explanation of Long-term Plan

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- 10.1 Web Marketing Strategy
- 10.2 Development Requirements

## 2. Confidentiality Agreement

This agreement is to acknowledge that the information provided by *A & K Grocery LLC* in this business plan is unique to this business and confidential; therefore, anyone reading this plan agrees not to disclose any of the information in this business plan without the express written permission of *A & K Grocery LLC*. It is also acknowledged by the reader of this business plan that the information furnished in this business plan, other than information that is in the public domain, may cause serious harm or damage to *A & K Grocery LLC* and will be kept in the strictest confidence.

Upon request, this document is to be immediately returned to *A & K Grocery LLC*.

Signature \_\_\_\_\_

Name (typed or printed) \_\_\_\_\_

Date \_\_\_\_\_

This is the business plan for *A & K Grocery LLC*. The presentation of this business plan does not imply an offering of securities.

### **3. EXECUTIVE SUMMARY**

There is an opportunity in Fort Pierce, Florida to open an innovative successful neighborhood food market and café featuring fresh juices and crisp salads. Tracy Treston recognizes this opportunity and has decided to go forward with her new company named *A & K Grocery LLC*. The company will penetrate the market in the business of operating a conveniently located food market and café that provides a comprehensive inventory of essential grocery items that include bread, milk, cheese and eggs as well as fresh squeezed fruit juice, farm fresh produce, healthy salads and gourmet wraps. Tracy Treston also recognizes the opportunities for offering a courteous and knowledgeable staff of well trained personnel who provide exceptional customer service in a clean and inviting location with extended hours of operation. *A & K Grocery LLC* will serve its area of business working to make its operations more productive while at the same time controlling expenses.



The money required getting the company organized and structured has been provided by Tracy Treston. To make this company a reality, there will be an amount needed of \$15,000.00. Tracy Treston will be investing \$8,000.00 leaving a balance of \$7,000.00, which will come as a grant. The \$15,000.00 is the complete amount needed to open and operate this business. The money will be allocated to take care of all the requirements including lease of premises, equipment, inventory and miscellaneous operating expenses.

This business is based on two vital components:

1. Excellent management that has a mastery of choosing the right product and the right service at the right time with a mastery of knowing what its total market is and how to keep gaining a greater share of that market.
2. Providing an excellent product or service that is not only well accepted now but also whose acceptance and use will continue to grow at an accelerated rate into the future.

*A & K Grocery LLC* will coordinate worker productivity with increasing market demand to ensure continued company growth and development. Its approach emphasizes the individual participation of every employee and member of this organization and the total process of building the company to acquire an ever-increasing market share.

### Strategic & Tactical Business Plan

By guiding and helping employees with knowledge and awareness, it will build a solid foundation for achieving its most ambitious goals. *A & K Grocery LLC* realizes that this is an ideal time to establish its business in this expanding industry and move forward in a steady progression over the next five years.

Some of the highlights of its strategy are here briefly summarized:

- ✓ *A & K Grocery LLC* has talent and experience that is superior for the marketplace.
- ✓ Profitability is assured by its preparation of knowing what the market requirements are presently and what they are to be in the next several years.
- ✓ With its strategy and budget in place, sales are expected to multiply rapidly, and the company expects to move in on the leaders in the industry.

### **3.1 OBJECTIVES**

*A & K Grocery LLC* has definite objectives in order to fulfill its desire to participate and achieve an ever-growing market share of the exciting industry that it is entering. What follows is a brief summary of the key objectives of *A & K Grocery LLC*:

1. Penetrate the market in the business of operating a food market and café.
2. Develop employee capabilities to ensure a strong foundation for participation in a rapidly growing company.
3. Increase sales and revenue at a rate no less than 10% per year.

### **3.2 MISSION STATEMENT**

*A & K Grocery LLC* is a company that will strive to excel in the business of operating a conveniently located food market and café that provides a comprehensive inventory of essential grocery items that include bread, milk, cheese and eggs as well as fresh squeezed fruit juice, farm fresh produce, healthy salads and gourmet wraps. What makes *A & K Grocery LLC* different and special is that *A & K Grocery LLC* will offer a courteous and knowledgeable staff of well trained personnel who provide exceptional customer service in a clean and inviting location with extended hours of operation.

### **3.3 KEYS TO SUCCESS**

## Strategic & Tactical Business Plan

*A & K Grocery LLC* is confident of the following attributes that it demonstrates as keys to its success:

1. Tracy Treston's ability to recognize and define the best course of action
2. The consistent raising of productivity
3. Diligent effort to regularly lower overall cost
4. Recruitment of experienced and talented employees
5. Ability to effectively market what *A & K Grocery LLC* provides

### **4. COMPANY SUMMARY**

*A & K Grocery LLC* will begin its operation in 2019. The inspiration for the company was the realization that there is a need for an easily accessible food market that can provide a healthier alternative to the increasing number of fast food restaurants in the local community. We plan to educate our clients through informational workshops and nutrition classes designed to increase people's awareness regarding the long-term benefits achieved from maintaining healthy and nutritious eating habits. The company will be headquartered in the city of Fort Pierce in the state of Florida.

#### **4.1 COMPANY OWNERSHIP**

*A & K Grocery LLC* is set up as a Limited Liability Company. The ownership is held by Tracy Treston, who holds 100%. Any and all questions relative to ownership should be directed to *A & K Grocery LLC*.

#### **4.2 COMPANY HISTORY**

*A & K Grocery LLC* is proud of the accomplishments of the people that have made up this company. *A & K Grocery LLC* is particularly proud of the fact that we are always there for our customers with the items they need featuring high-quality products at reasonable prices combined with excellent customer service in order to capture a larger share of the market. The company is also particularly proud of the fact that we possess a dedicated management team that demonstrates honesty, integrity and professionalism in all aspects of operations.

#### **4.3 START-UP SUMMARY**

The money required getting the company organized and structured has been provided by Tracy Treston. To make this company a reality, there will be an amount needed of \$15,000.00. Tracy Treston will be investing \$8,000.00 leaving a balance of \$7,000.00, which will come as a grant. The \$15,000.00 is the complete amount needed to open and operate this business. The money will be allocated to take care of all the requirements including lease of premises, equipment, inventory and miscellaneous operating expenses.

#### **4.4 COMPANY LOCATIONS AND PREMISES**

### Strategic & Tactical Business Plan

*A & K Grocery LLC* will maintain its headquarters where its management staff will be located in the city of Fort Pierce in the state of Florida. At no time will management allow a situation to exist where the company is supporting locations or premises that are not absolutely essential to the most effective operation of the company.

## **Fort Pierce, Florida Demographics**

As of the census of 2010, there were 41,910 people, 15,170 households, and 9,418 families residing in the city. The population density was 2,021.9 people per square mile (982.7/km<sup>2</sup>). There were 17,170 housing units at an average density of 1,164.7/sq. mi. (449.8/km<sup>2</sup>). The racial makeup of the city was 40.9% African American, 45.3% White, 0.6% Native American, 0.9% Asian, 0.1% Pacific Islander, and 2.7% from two or more races. Hispanic or Latino were 21.6% of the population. There were 15,170 households out of which 32.9% had children under the age of 18 living with them, 37.3% were married couples living together, 19.6% had a female householder with no husband present, and 37.9% were non-families. 32.5% of all households were made up of individuals and 11.7% had someone living alone who was 65 years of age or older. The average household size was 2.73 and the average family size was 3.50. In the city, the population was spread out with 25.9% under the age of 18, 7.0% from 20 to 24, 13.3% from 25 to 34, 13.0% from 45 to 54, 9.8% from 55 to 64 and 6.8% who were 65 years of age or older. The median age was 35.2 years. For every 100 females, there were 97.4 males. For every 100 females age 18 and over, there were 94.9 males.

## **5. PRODUCT DESCRIPTION**

*A & K Grocery LLC* is proud of its main product line and the features and benefits that make up its attractiveness to this ever-growing market. The main features and benefits of its core products to its customers include that we offer fast and convenient service featuring fresh squeezed fruit juice, farm fresh produce, healthy salads and gourmet wraps. Some of the strengths and capabilities of its core products as it pertains to shelf life, durability and availability include that we provide better prices and fresher food than the surrounding competition while offering more options for busy working professionals whose fast-paced schedules require the convenience of easily accessible freshly prepared meal options without sacrificing quality.

### **5.1 SERVICE DESCRIPTION**

*A & K Grocery LLC* is proud of its main service line and the features and benefits that make up its attractiveness to this ever-growing market. The main features and benefits of its main service to its customers include that we offer a safe and clean environment with extended hours of operation, friendly personnel and fast service that enables our customers to get in and out of our store quickly in order to maintain their busy lives without unnecessary delays.

Some of the strengths and capabilities of our main service as it pertains to potential market, ease of administration and availability include that all of our associates are

### Strategic & Tactical Business Plan

carefully prescreened to ensure the highest standard of quality and we consistently strive to provide a superior level of service designed to exceed the expectations of our clients.

## **5.2 COMPETITIVE COMPARISON**

*A & K Grocery LLC* has done extensive research and investigation of all of the aspects of the competitiveness of the existing market in which it will be participating. *A & K Grocery LLC* management team is fully aware of the major competitors who are:

- Aldi
- Publix

*A & K Grocery LLC* recognizes these major competitors as a prime focus because they have been evaluated using criteria of price and value given. This company specifically knows that the advantages that it has over its competition include that *A & K Grocery LLC* provides a courteous and knowledgeable staff of well trained personnel dedicated to providing exceptional customer service. This study of its competition shows the effects of regulatory agencies, business share, pricing strategies, permissive posturing, as well as strengths and weaknesses of the management teams who head up the companies that make up the competition.

## **5.3 SALES LITERATURE**

*A & K Grocery LLC* is prepared to highlight all of the most important benefits and features in a packet of sales literature. This information will present a compelling point of view as well as a detailed explanation why the consumer should exchange their hard earned dollars for the company's essential products and services. The sales literature will be complete in every way and will answer the questions of who, what, why, when and where of what the company is presenting.

## **5.4 SOURCING AND FULFILLMENT**

*A & K Grocery LLC* is totally prepared in the preparation for ease and completion of fulfillment requirements. All aspects of fulfillment have been considered, evaluated and highlighted for the purpose of assuring both customers and pertinent employees that fulfillment will never be a major concern.

## **5.5 TECHNOLOGY**

*A & K Grocery LLC* has positioned itself in a way to take full advantage of all the technology available for its particular industry. Management has determined that when necessary that state of the art software and appropriate hardware will be implemented to assist all employees in gaining maximum productivity.

In particular, the company will be utilizing accounting procedures both off-line and online to monitor weekly, monthly, quarterly and annual results of all aspects of operations.

## **5.6 FUTURE PRODUCTS AND FUTURE SERVICES**

*A & K Grocery LLC* is currently using its experience and talent to position itself in future markets with the appropriate future products and future services. Its current product and service lines, which include operating a neighborhood food market and café, are sufficient in today's demanding market and will fare very well in future years as well. In addition to this, the company is developing enhancements as well as creating new products and services to keep its position in the marketplace ever expanding.

## **6.0 MARKET ANALYSIS SUMMARY**

*A & K Grocery LLC* has done an exhaustive study of the state of its industry. This industry is one of the most exciting industries in the United States. It presents an ever increasing market, a very healthy bottom line, and excellent opportunities for growth. The outside world demands a clean store with courteous personnel who provide fast and friendly service in a convenient location with high-quality products at competitive prices and extended hours of operation. *A & K Grocery LLC* has all this to offer and its management team will keep its finger on the pulse of market demands. This industry is filling the needs of the consumer by providing high-quality meal options and grocery store products that are easily accessible and competitively priced. This is why *A & K Grocery LLC* fits perfectly for meeting the demands of its industry.

### **6.1 MARKET SEGMENTATION**

*A & K Grocery LLC* is very much aware of the importance of market analysis as it pertains to market segmentation. At the current time management feels that in relationship to market segmentation the market for *A & K Grocery LLC* is very large and growing. The reason for this conclusion in reference to market segmentation is after careful study of its current and potential customer base. The company strongly feels that the market requires a clean store with courteous personnel who provide fast and friendly service in a convenient location with high-quality products at competitive prices and extended hours of operation. By establishing a neighborhood food market and café that is clean with competitive prices, professional personnel, and convenient hours of operation, *A & K Grocery LLC* should be able to capture its market.

### **6.2 TARGET MARKET AND SEGMENT STRATEGY**

*A & K Grocery LLC* aims to understand each and every reason why a consumer buys a particular product or service. In its total analysis there is a study of everything that affects a person's behavior, their cultural background, their economic status, their educational background, as well as any and all factors that relate to their behavior.

*A & K Grocery LLC* also considers that people overcome and change certain aspects of their background and as a result develop a different behavior. The company not only seeks to become experts on why customers buy but also what makes them buy now. *A & K Grocery LLC* strives to target that segment of the market that is in the ideal position to

### Strategic & Tactical Business Plan

need its service, afford its service, and be in a position to act on buying its service immediately. This company is always able to determine these results from such sources as existing customers, suppliers, bankers, trade groups, chamber of commerce, and industry trade journals.

#### **6.2.1 MARKET NEEDS**

*A & K Grocery LLC* evaluates its market primarily from the standpoint of what the needs are of the individual consumer. This can be very complex. This company understands and appreciates what a particular product does. This can be a very varied thing. *A & K Grocery LLC* knows that the needs of its consumers in relationship to what it offers are primarily because it provides a faster and better way for people to get their errands done quickly by creating a one-stop shop designed to appeal to a diverse clientele. *A & K Grocery LLC* understands that to master this area its management team needs to constantly be tapping into those sources of information that reveal the true motivations of the consumer.

#### **6.2.2 MARKET TRENDS**

*A & K Grocery LLC* is very confident and excited about the timing of the business in its industry. It is the company's position that this is the ideal time to be on the move in this ever growing market. Evaluating different factors and events that make up a particular pattern in identifying all aspects of that pattern secure them in an enviable position of providing what is needed in the marketplace at this particular time. The company is always watching the big picture and continues to monitor any pattern or trend on a daily basis.

#### **6.2.3 MARKET GROWTH**

*A & K Grocery LLC* recognizes that it is participating in a very large industry with a great growth rate. Its projected growth will be set at a rate greater than the industry average. *A & K Grocery LLC* implementation of its business strategy will lend itself to fast paced development and dominance of a significant market share. The company has determined the growth of its market on the basis of an ever-increasing customer base, and dollar volume base as well.

### **6.3 INDUSTRY & BUSINESS ANALYSIS**

*A & K Grocery LLC* knows that in the final analysis it can only do well if overall sales are there and expenses are capped at a reasonable level. Its particular position in this industry is that the other companies do some of the things correctly but not as many as it feels that it can do to become a market leader.

For example, it has found that some of the other companies have higher prices, inferior quality products, and substandard personnel who demonstrate a lack of professionalism. *A & K Grocery LLC* on the other hand, operates in an advantageously different manner as outlined by offering reasonable prices, superior quality products, and exceptional

## Strategic & Tactical Business Plan

personnel who provide a professional level of service designed to exceed the expectations of our clients featuring the added value of educational workshops designed to inform people about the benefits of healthy eating.

### **6.3.1 INDUSTRY & BUSINESS PARTICIPANTS**

Industry and business participants include Aldi and Publix. The primary weaknesses are that some of these other companies have higher prices, inferior quality products, and substandard personnel who demonstrate a lack of professionalism. *A & K Grocery LLC* on the other hand, operates in an advantageously different manner as outlined by offering reasonable prices, superior quality products, and exceptional personnel who provide a professional level of service designed to exceed the expectations of our clients featuring the added value of educational workshops designed to inform people about the benefits of healthy eating. This is how *A & K Grocery LLC* distinguishes itself.

### **6.3.2 DISTRIBUTING A PRODUCT & SERVICE**

Because of the nature of this business the company has learned that the best places to locate its establishments are on busy streets. This is because there are many advantages to distributing its products in this way. Those advantages include the fact that the company will generate more revenue.

### **6.3.3 COMPETITION AND BUYING PATTERNS**

*A & K Grocery LLC* is excited about its position in relationship to its competition. The management of the company has discovered some innovative and creative ways of acquiring all the components that make up its product line. The need for a low-based cost that transcends to a lower net cost prior to sale and therefore transcends into a greater profit is what keeps *A & K Grocery LLC* on the cutting edge of continuously competing on a favorable basis. Such things as inventory control, source of components, fast turnover, production schedules, all contribute to a healthy aspect of competing with other companies.

### **6.3.4 MAIN COMPETITORS**

*A & K Grocery LLC* recognizes the following main competitors that affect its industry. *A & K Grocery LLC* has chosen them because of their level of participation, stability, and marketing. The main competitors are:

- Aldi
- Publix

## **7. STRATEGY AND IMPLEMENTATION**

### Strategic & Tactical Business Plan

*A & K Grocery LLC* centers its strategy on the premise that the company resonates with the consumer because it offers fast and friendly service, a convenient location, competitive prices, and extended hours of operation. Always keeping that in mind, it has its management constantly focus on productivity being high and of course expenses remaining very modest. *A & K Grocery LLC* is diligent in dissecting every aspect of this business to make each component productive and contributive to the goal of a highly profitable relationship with its customers.

## 7.1 STRATEGY PYRAMID

*A & K Grocery LLC* knows that it's wise to understand the framework from initial goal back to the essential implementation. The purpose of the pyramid here is to place at the very top an individual emphasis that is the focus of a strategy for the company, such as introduction of a new product line.



Picture if you will, the next level down the individual actions or tactics necessary to implement the emphasis or strategy. Finally, at the bottom of its pyramid are the individual programs necessary to support any and all actions that contribute to achieving the emphasis or goal.

## 7.2 VALUE PROPOSITION

*A & K Grocery LLC* adheres to value-based marketing in its conceptual outlook. The value-based benefits of the company that it strives for consumers to acknowledge include that it provides a comprehensive inventory of essential grocery items that include bread, milk, cheese and eggs as well as fresh squeezed fruit juice, farm fresh produce, healthy salads and gourmet wraps. In this way *A & K Grocery LLC* is very sensitive to the communication of what it is proposing to its customers as well as living up to the promise behind what it does. The company demonstrates that it backs up what it does with a 100% customer satisfaction attitude.

## 7.3 COMPETITIVE EDGE

### Strategic & Tactical Business Plan

*A & K Grocery LLC* is decisive about staying ahead of its competition. The company knows that this is an everyday every hour re-evaluation of what is going on in its marketplace. Its current key advantages in relationship to competitive edge include that we possess a dedicated management team that demonstrates honesty, integrity and professionalism in all aspects of operations.

## **7.4 MARKETING STRATEGY**

*A & K Grocery LLC* is aware of all of the different choices in relationship to marketing strategy. Because of its research and recommendations from management it has chosen to market what it does through online Internet exposure through search engine optimization, social media, industry contacts, and by word of mouth. It has chosen this strategy because costs are minimal, effectiveness is extremely high and branding recognition is enhanced.

### **7.4.1 POSITIONING STATEMENT**

*A & K Grocery LLC* takes the position that its primary focus of what it does in the marketplace is to provide a better selection of fresh groceries and healthy food options at a lower price than the surrounding competition. This is how *A & K Grocery LLC* distinguishes itself in the marketplace.

### **7.4.2 PRICING STRATEGY**

*A & K Grocery LLC* has after careful consideration decided to align its pricing at a lower level in comparison to its competition. This fits in perfectly with where the company sees itself positioned in the total marketplace and communication with its customer base as far as getting appropriate value and still maintaining sufficient motivation for high volume.

### **7.4.3 PROMOTION STRATEGY**

The management of *A & K Grocery LLC* believes very strongly in press releases to significantly get the word out of the value of what it does. While this will always be a focus of its efforts, this is only one part of its promotional strategy. On a consistent basis the company will be promoting what it does through online Internet exposure through search engine optimization, social media, industry contacts, and by word of mouth. This along with all the individual selling efforts of its staff demonstrates a dynamic way for it to build the penetration of what it does in the marketplace.

### **7.4.4 DISTRIBUTION STRATEGY**

*A & K Grocery LLC* focuses on all three aspects of distribution concerns, that is, coverage, control and costs. These aspects can all be complex. *A & K Grocery LLC* is

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certain that it has made the wisest decision in relationship to its coverage and control and cost for its distribution strategy. The coverage and control that it's striving for is achieved by its various marketing programs. Its cost structure is geared to enhance its distribution based upon its positioning in the marketplace.

### 7.4.5 MARKETING PROGRAMS

*A & K Grocery LLC* knows that its marketing programs need to tell an excellent story that is compelling, detailed and highlights many of its capabilities. The company knows that its consumers hear its voice loud and clear through every aspect of the company, staff, reputation, and quality control. *A & K Grocery LLC* strives to be indispensable to the consumer. Its marketing programs work to identify this company, highlight competitive advantages, show appreciation for customer feedback, take advantage of marketing resources, and demonstrate that the company is knowledgeable, energetic, and enthusiastic.

### 7.5 SALES STRATEGY

As stated earlier, *A & K Grocery LLC* is focusing its sales strategy on the implementation of marketing programs, which include online Internet exposure through search engine optimization, social media, industry contacts, and by word of mouth.

#### 7.5.1 SALES FORECAST

*A & K Grocery LLC* has developed a method for not only developing its sales forecast but also the ability to stand behind the numbers.



The company has determined that based on its distribution resources, competitive advantages and sound financial analysis, that it expects to do the following sales over the year 2020: \$120,000.00; the next year 2021: \$160,000.00; and over the following year 2022: \$200,000.00. This company knows full well that in order to make its business plan

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happen, everything has to make sense. At *A & K Grocery LLC*, the company is grounded in reality in making reasonable assumptions that it feels very confident it can accomplish. Its strategies are state of the art, clear, and precise.

## **7.5.2 SALES PROGRAMS**

*A & K Grocery LLC* has sales programs that assure that its revenue forecasts are realized completely and on schedule. The person on its dedicated management team directly responsible for sales performance is Tracy Treston. To make this real the company has set deadlines with amounts as well as budget restrictions for a highly profitable sales program. With its comprehensive marketing program and competitive positioning, *A & K Grocery LLC* is confident in concrete terms to see its sales milestones and deadlines become realities.

## **7.6 STRATEGIC ALLIANCES**

*A & K Grocery LLC* is constantly working to build a network of key individuals and companies that work as alliances to accomplish its major strategies. The company management is strongly encouraged to develop relationships with any and all individuals that may have a favorable relationship with any of its working teams. These alliances are to strengthen and broaden the foundation of the company and the assurance that its market share and profitability will continually increase.

## **7.7 EXPLAINED MILESTONES**

*A & K Grocery LLC* is very pleased with the accomplishments of the company and the participants of the company. The company is very proud of its loyal wonderful staff and the staff's dedication to reach all forecasts and milestones on which the staff sets its course. The goals for the company include securing the capital required to establish the operation, developing a solid client base, and reaching the total sales projected.

## **8. MANAGEMENT SUMMARY**

Management is the core and nucleus of any organization. It's not just personnel and individuals' resumes but so much more that encompasses vision, talent, harmony, beliefs, and commitment. *A & K Grocery LLC* is led by Tracy Treston, the key player of the management team who provides all the talent necessary to complete every aspect of this business plan.

## **8.1 ORGANIZATIONAL STRUCTURE**

*A & K Grocery LLC* knows how important the organizational structure is to the success of a company. Each position with this company has a detailed job description as well as a defined relationship to the whole. At the very head of the company are Tracy Treston.

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That position holds the title of Owner. From other management positions to department heads, to first line implementation staffs, the structure of the organization is detailed and complete. Authority is properly positioned to achieve maximum effectiveness of each organizational structure.

## **8.2 MANAGEMENT TEAM**

What follow are the top position of *A & K Grocery LLC*, her name, and a brief description of her qualifications as it pertains to the successful management and development of this company's goals.

### ❖ Tracy Treston, Owner

Tracy Treston is Part Owner of 876 Jerk Jamaican Restaurant and Part Owner of Main Street Furniture Repair & Cabinetry LLC. She holds a Bachelor's Degree in Legal Studies from Bellevue University and is an expert in running a successful business. She has been a pescatarian for five years and has has training in nutrition from cooking in a restaurant and having had Gastric Bypass Surgery two years ago. She has over 10 years of experience in the restaurant industry, which has made her an expert in cooking healthy food.

## **8.3 MANAGEMENT TEAM GAPS**

*A & K Grocery LLC* recognizes that in any growing company often times management personnel have to wear more than one hat. As a result, often times a gap or gaps may exist until the company is developed enough to have a specific person for every task required. *A & K Grocery LLC* currently has everything covered and feels very confident that each task is assigned to a very competent member of its management team. The company will always be sensitive to this issue and prevent any weakness by having and planning a contingency program that overlaps job responsibilities.

## **8.4 PERSONNEL PLAN**

*A & K Grocery LLC* defines its total work force to protect the success of its business plan. All aspects of the business have been sufficiently analyzed to determine each and every position required to run a fully functioning operation that can complete all of the strategies and programs to be undertaken.

## **9. FINANCIAL PLAN**

*A & K Grocery LLC* has developed its financial plan with the awareness that cash and the bottom line are key components of any successful company. Revenues for the company will come from charges and fees generated from operating a neighborhood food market

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and café. The opportunity to increase revenues is being fully taken advantage of as outlined in its overall marketing strategy. To assure that bottom line adequately follows increases in revenue every cure possible is being taken to control all areas of expenses and overhead. The basis of its financial plan is solid growth, increase in revenues, and controlled expenses.

### 9.1 IMPORTANT ASSUMPTIONS

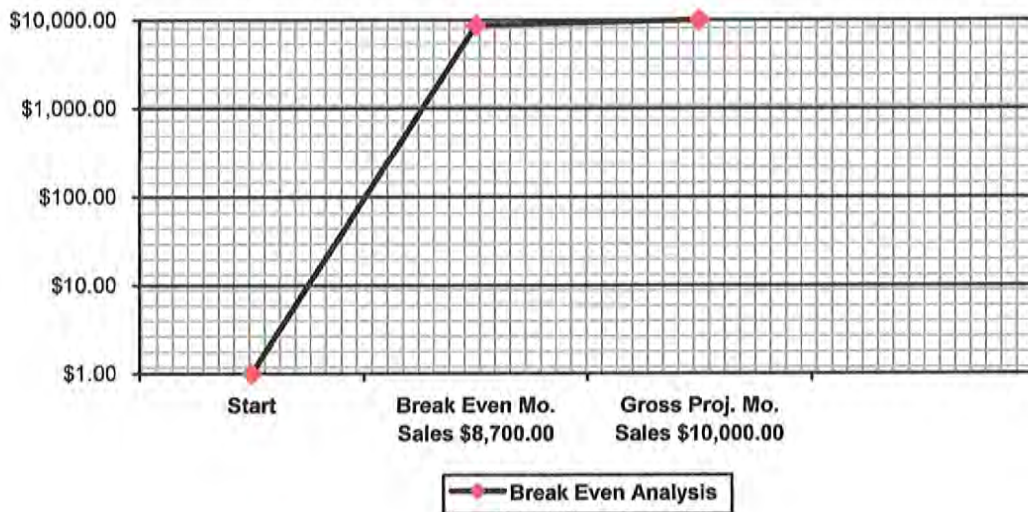
*A & K Grocery LLC* makes every effort not to assume any aspect of its operation other than having hard factual data to back up any forecast. The entire management team is constantly reminded to base all programs on highly researched statistical information with the slightest possible margin of variation.

### 9.2 KEY FINANCIAL INDICATORS

*A & K Grocery LLC* recognizes that the most important financial indicators are cash and bottom line. This company will be constantly monitoring the flow of revenue to the company as well as the expense requirements that deplete the company of its cash. *A & K Grocery LLC* will always try to improve the ratio of revenue and expenses to generate a healthier bottom line in addition to a healthier cash base.

### 9.3 EXPLANATION OF BREAK-EVEN ANALYSIS

The breakeven analysis for this company calculates at what point the company becomes profitable, and also at what point the company will be operating at a loss.



The analysis takes into consideration forecasted revenues as well as regular running fixed costs and average per unit sales price also known as per unit revenue. For simplicity the average per unit sales price is adjusted to \$1 and the regular running fixed cost are represented as a percentage of that dollar. The purpose of this analysis is to maintain insight on financial realities. This information is vital for all kinds of things, from

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deciding how to price products or service to figuring whether a marketing program is worth the investment. The breakeven point for this company occurs when gross sales in any given month = \$8,700.00. Formula: (Gross Profit \$84,000.00 / Gross Sales \$120,000.00) = 70%. Total Expenses \$73,080.00 / 70% as a decimal .70 = \$104,400.00 / 12 = \$8,700.00 (Break even amount monthly).

## **9.4 EXPLAINED PROJECTED PROFIT AND LOSS**

*A & K Grocery LLC* sales are forecasted to be increasing on a regular basis. Gross margin is also expected to increase on a regular basis. Breaking down the profit and loss projections and monitoring them on a regular basis is essential to the foundation of the company.

## **9.5 EXPLAINED PROJECTED CASH FLOW**

As stated earlier, *A & K Grocery LLC* will focus its attention on bottom line and cash. Its projected cash flow is very positive. With forecasted increasing revenues and controls on overhead and expenses it will look to see an increasing bottom line as well as increasing cash.

## **9.6 EXPLAINED PROJECTED BALANCE SHEET**

The projected balance sheet for *A & K Grocery LLC* highlights total assets, total liabilities, as well as capital. With projected cash flow already established the company balance sheet exemplifies a company whose revenues are increasing as well as its bottom line in cash. The leadership of this company offers its financials as proof positive of the workings of this business plan.

## **9.7 BUSINESS RATIOS**

To clarify and spotlight its financials it presents the following ratios and illustrates an accurate picture with all things having been considered. The first ratio is the current ratio = current assets \$5,000.00 divided by current liabilities \$0.00. The CURRENT RATIO is to be determined. The second ratio is the quick ratio = (cash \$5,000.00 + investments \$0.00 + receivables \$0.00) divided by current liabilities \$0.00. The QUICK RATIO is to be determined. The net profit margin = net profit \$10,920.00 divided by gross revenue on sales \$120,000.00. The NET PROFIT MARGIN RATIO is 9.1%. The return on investment = net profit \$10,920.00 divided by total assets \$5,000.00. The RETURN ON INVESTMENT RATIO or ROI is 218.4%.

## **9.8 EXPLAINED LONG-TERM PLANS**

*A & K Grocery LLC* believes that its long-term prospects for a very successful company are excellent. The industry chosen and the strong foundation of the company lend itself to nothing but positive results in the long-term future. With a market sensitive management

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team and excellent systems in place to monitor competitive shifts or changes *A & K Grocery LLC* is ideally positioned to continue its successful plan on through the next decade.

**10. WEB PLAN SUMMARY**

*A & K Grocery LLC* observes the increasing importance of the Internet in all that the worldwide web encompasses. This company not only is a participant in the worldwide web but also with its management team will continually strive to have a competitive edge by a significant presence and plans for exposure on the worldwide web. Because of the ever-increasing sophistication of the American Consumer and the ever-increasing participation on the Internet by the American Consumer, *A & K Grocery LLC* will apply all of its resources to be the industry leader in utilization of the Internet and its commerce.

**10.1 WEB MARKETING STRATEGY**

*A & K Grocery LLC* recognizes that there are many parts to a company success and its involvement in the Internet. The first part is a fully functioning presentable web site that resonates with the consumer and the personnel of the company. To that end, the management team has assigned the evolving development and maintenance of the web site for *A & K Grocery LLC*. The second part is a concerted program of search engine optimization to assure that penetration of the marketplace is vast and consistent. Association of company identity and web site presence shall be an integral part of all company promotional activities and materials. The third part is to utilize the company web site in all aspects of sales processing and customer service. The fourth part is to utilize all capabilities on the worldwide web for company banking, training, and procedures.

**10.2 DEVELOPMENT REQUIREMENTS**

*A & K Grocery LLC* sees that the expertise of someone involved with the worldwide web is very specific. The management team is committed to providing ongoing training for those members of the company directly associated with the development of its website, the implementation of search engine optimization, and the adaptability for customer service and other procedures utilizing the world-wide web. In addition to ongoing training, the company will commit an appropriate amount of company resources sensitive to revenues generated by the web site presence. In addition, as it relates to productivity personnel will have access to computer capabilities that tie in the web presence with all of its internal company workings.

<b>Balance Sheet</b>			
<i>A &amp; K Grocery LLC</i>			
Category	2020	2021	2022

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<b>Assets</b>			
<b>Current Assets:</b>			
Cash	\$5,000.00	\$12,500.00	\$32,500.00
Accounts Receivable	\$0.00	\$0.00	\$0.00
Inventories	\$0.00	\$0.00	\$0.00
Prepaid Items	\$0.00	\$0.00	\$0.00
Investment Portfolio	\$0.00	\$0.00	\$0.00
<b>Total Current Assets:</b>	<b>\$5,000.00</b>	<b>\$12,500.00</b>	<b>\$32,500.00</b>
<b>Fixed Assets:</b>			
Land	\$0.00	\$0.00	\$0.00
Buildings	\$0.00	\$0.00	\$0.00
Computer, Office and Misc. Equipment	\$0.00	\$0.00	\$0.00
Machinery	\$0.00	\$0.00	\$0.00
<b>Total Fixed Assets:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Intangibles</b>			
Goodwill	\$0.00	\$0.00	\$0.00
Copyrights	\$0.00	\$0.00	\$0.00
Patents	\$0.00	\$0.00	\$0.00
<b>Total Intangibles</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Curr., Fixed &amp; Intangible Assets</b>	<b>\$5,000.00</b>	<b>\$12,500.00</b>	<b>\$32,500.00</b>
<b>Liabilities</b>			
<b>Current Liabilities:</b>			
Accounts Payable	\$0.00	\$0.00	\$0.00
Accrued Expenses Payable	\$0.00	\$0.00	\$0.00
<b>Total Current Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Long Term Liabilities:</b>			
Notes Payable	\$0.00	\$0.00	\$0.00
Balloon Payments Due	\$0.00	\$0.00	\$0.00
<b>Total Long Term Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Curr. &amp; Long Term Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Net Worth = Assets- Liabilities</b>	<b>\$5,000.00</b>	<b>\$12,500.00</b>	<b>\$32,500.00</b>

<b>Profit &amp; Loss Statement</b>			
<i>A &amp; K Grocery LLC</i>			

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<b>Category</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Revenue</b>			
<b>Gross Sales</b>	<b>\$120,000.00</b>	<b>\$160,000.00</b>	<b>\$200,000.00</b>
Less Charge Backs, Returns & Neg. Adjs.	\$0.00	\$0.00	\$0.00
<b>Net Sales</b>	<b>\$120,000.00</b>	<b>\$160,000.00</b>	<b>\$200,000.00</b>
Less Cost Of Goods Sold 30%	\$36,000.00	\$48,000.00	\$60,000.00
<b>Gross Profit</b>	<b>\$84,000.00</b>	<b>\$112,000.00</b>	<b>\$140,000.00</b>
<b>Operating Expenses</b>			
<b>Sales Expenses:</b>			
Advertising and Marketing	\$2,400.00	\$2,700.00	\$3,000.00
Promotions and Various Events	\$480.00	\$540.00	\$600.00
<b>Total Sales Expenses</b>	<b>\$2,880.00</b>	<b>\$3,240.00</b>	<b>\$3,600.00</b>
<b>Admin. &amp; General Expenses:</b>			
Salaries and Wages	\$36,000.00	\$48,000.00	\$60,000.00
Bonuses	\$150.00	\$150.00	\$150.00
Employee Benefits	\$900.00	\$900.00	\$900.00
Payroll Taxes 10%	\$3,600.00	\$4,800.00	\$6,000.00
Insurance	\$300.00	\$300.00	\$300.00
Lease Expenses and Loan Payments	\$18,000.00	\$18,000.00	\$18,000.00
Miscellaneous Supplies	\$1,500.00	\$1,500.00	\$1,500.00
Telephone and Internet	\$1,200.00	\$1,200.00	\$1,200.00
Utilities	\$4,200.00	\$4,200.00	\$4,200.00
Licenses, Membership Costs and Dues	\$300.00	\$300.00	\$300.00
Legal & Accounting	\$600.00	\$600.00	\$600.00
Miscellaneous	\$300.00	\$300.00	\$300.00
Automobile and Travel Expenses	\$3,000.00	\$3,000.00	\$3,000.00
Entertainment	\$150.00	\$150.00	\$150.00
<b>Total Admin. &amp; General Expenses</b>	<b>\$70,200.00</b>	<b>\$83,400.00</b>	<b>\$96,600.00</b>
<b>Total Operating Expenses</b>	<b>\$73,080.00</b>	<b>\$86,640.00</b>	<b>\$100,200.00</b>
<b>Profits Or (Losses)</b>			
<b>Operating Profit or (Loss)</b>	<b>\$10,920.00</b>	<b>\$25,360.00</b>	<b>\$39,800.00</b>
Adj. For Other Income (Int. Income, etc.)	\$0.00	\$0.00	\$0.00
<b>Net Income or (Loss) Before Taxes</b>	<b>\$10,920.00</b>	<b>\$25,360.00</b>	<b>\$39,800.00</b>
Income Taxes	\$0.00	\$0.00	\$0.00
<b>Net Income or (Loss) After Taxes</b>	<b>\$10,920.00</b>	<b>\$25,360.00</b>	<b>\$39,800.00</b>

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 19<sup>th</sup> day of November, 19

BETWEEN:

Eugene Williams of 1319A Avenue D Ft Pierce, FL 34950

Telephone: (772) 528-5284 Fax: \_\_\_\_\_

(the "Landlord")

OF THE FIRST PART

- AND -

TRACY TRESTON of 3433 SE Bevil Ave Port St. Lucie, FL  
(the "Tenant") 34984

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1319A Avenue D Ft Pierce, FL 34950, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building

including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the building at 1319 B Avenue D Ft Pierce, FL 34950.
- f. "Rent" means the total of Base Rent and Additional Rent.

### Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

### Leased Premises

- 3. The Landlord agrees to rent to the Tenant the building municipally described as 1319 B Avenue D Ft Pierce, FL 34950, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):

As discussed, the tenant will be opening/operating a Grocery Store

## Term

4. The term of the Lease commences at 12:00 noon on 12/1/2019 and ends at 12:00 noon on 11/30/2022 36mo! (the "Term").
5. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

## Rent

6. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1065<sup>1065</sup> includes state taxes, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
7. The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord at 1319A Avenue D Ft Pierce, FL 34950, or at such other place as the Landlord may later designate.
8. ~~The base rent for the Term will be as follows: Rent will be~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~ EFW
9. The Tenant will be charged an additional amount of \$5.00 per day for any Rent that is received after the due date.
10. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.
11. For any rent review negotiation, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

## Use and Occupation

12. The Tenant will carry on business under the name of A & K Grocery LLC and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable

manner on such days and during such hours of business as may be determined from time to time by the Landlord.

13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

### Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$1000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
15. The Tenant may not use the Security Deposit as payment for the Rent.
16. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 3433 SE Bevil Ave  
Dorset St. Lucie, FL 34984, or at such other place as the Tenant may advise.

### Quiet Enjoyment

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### Distress

18. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

## Overholding

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

## Additional Rights on Reentry

20. If the Landlord reenters the Premises or terminates this Lease, then:
  - a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
  - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
  - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
  - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
  - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal

property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
    - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
    - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

## Tenant Improvements

21. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - b. removing or adding walls, or performing any structural alterations;

- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

### Utilities and Other Costs

- 22. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, water, sewer, telephone, Internet and cable.

### Insurance

- 23. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
- 24. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
- 25. The Tenant will provide proof of such insurance to the Landlord upon request.

### Abandonment

- 26. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following

abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

## Governing Law

27. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## Severability

28. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Florida (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

## Assignment and Subletting

29. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

## Bulk Sale

30. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

## Additional Provisions

31. Any improvements initiated by or on behalf of tenant, which require a permit from the City of Ft Pierce, is the responsibility of the tenant. The tenant will be required to obtain city approval for any

signage on the outside of Bldg. This property is in an identified historical area of Ft Pierce.

## Maintenance

32. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
33. In particular, the Tenant will keep the fixtures in the Premises in good order and repair and keep the HVAC clean. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
34. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
35. The Tenant will also perform the following maintenance in respect to the Premises: Tenant will be responsible for routine Annual Maintenance of AC/Heating Unit. Tenant will also ensure filters are replaced as required per maintenance.

## Care and Use of Premises

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
37. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
38. The Tenant will not engage in any illegal trade or activity on or about the Premises.
39. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

## Surrender of Premises

40. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

## Hazardous Materials

41. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## Rules and Regulations

42. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

## General Provisions

43. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
44. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
45. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
46. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
47. Time is of the essence in this Lease.
48. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Witness)

Joan Est

(Witness)

Eugene Williams

Eugene Williams (Landlord)

[Signature]  
: (Tenant)

All Rent Paid in cash or money order or Cashier check only

\* 2 month free rent

- month 1 used to get all licences, inspections, repairs needed. change toilet, chair vanity, finish bathro walls.
- Month 2 used for renovations, Stock Store.

\* Landlord to approve placing banners, flk Wavers, and Retractable Sign outside.



Grafe Auction Company  
 1025 Industrial Dr.  
 Spring Valley, MN 55975  
 Phone: (800) 328-5920  
 Fax: (507) 346-2466

Paddle #: 5262  
 Invoice #: 5262-126905-1  
 Date: 24-Sep-2019 07:40 CDT

**Buyer Information**

**Auction Information**

Buyer Name: Tracy Treston  
 Paddle #: 5262  
 Phone #: (772) 380-7452  
 Email: mainstreet772@aol.com  
 Billing: 460 NW CONCOURSE PLACE  
 UNIT 6  
 PORT ST LUCIE, FL 34986

Auction: Kroger, Wellston  
 Date: 09/24/2019  
 Location: 2 E A St  
 Wellston, OH 45692

UNPAID

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
168	5262	Hussmann RL, '2001 frozen food doors with electric defrost and LED lights (remote)	3 x	\$350.00	\$1,050.00	\$189.00	\$89.83	\$1,328.83
169	5262	Hussmann RLN, '2008 frozen food doors with electric defrost and LED lights (remote)	3 x	\$500.00	\$1,500.00	\$270.00	\$128.33	\$1,898.33
198	5262	New Air self-contained under counter wine chiller	1	\$125.00	\$125.00	\$22.50	\$10.69	\$158.19
299	5262	Hobart Quantum digital 30-lb. scale/printer	1	\$200.00	\$200.00	\$36.00	\$17.11	\$253.11
300	5262	Hobart Quantum digital 30-lb. scale/printer	1	\$200.00	\$200.00	\$36.00	\$17.11	\$253.11
301	5262	Hobart Quantum digital 30-lb. scale/printer	1	\$200.00	\$200.00	\$36.00	\$17.11	\$253.11
308	5262	Magic Mill 380-cup coffee brewer	1	\$70.00	\$70.00	\$12.60	\$5.99	\$88.59
316	5262	Bunn air pot coffee brewer	1	\$100.00	\$100.00	\$18.00	\$8.56	\$126.56
318	5262	Stainless steel tea dispensers	2 x	\$50.00	\$100.00	\$18.00	\$8.56	\$126.56
370	5262	Hobart 30-lb. hanging produce scale	1	\$50.00	\$50.00	\$9.00	\$4.28	\$63.28
Total Lots: 10			Totals:		\$3,595.00	\$647.10	\$307.57	\$4,549.67

SubTotal: \$4,549.67  
 Cash Total Due: \$4,549.67

Tax codes used: Jackson County

Equipment location: 2 E A St, Wellston, OH 45692  
 Equipment removal timeline: 8a to 6p, daily through October 1, No Sunday removal  
 Onsite removal contact: Steve Mohr, (937) 537-1265  
 Grafe Auction sales rep contact: Judd Grafe, call/text (507) 254-1184  
**All items must be removed within the removal period. No Exceptions!**

**Shipping and/or Preparation of Purchases for Shipment**

Shipping and/or preparation of items for shipment is not automatically available for purchases. If you would like your purchases shipped and/or prepared for shipment, it is your responsibility to do so, and complete within the removal timeline. You may be able to hire the onsite removal contact (which is a third party and not an employee of Grafe) to do so for you. However, this is not guaranteed and solely at their discretion. We recommend you arrange shipping and/or preparation of items for shipment prior to bidding. If you do require trucking, Andy Ronemus with Unishippers (andy.ronemus@unishippers.com or 706 829-9123) and Bryan Barnes with Freightquote (bbarnes@freightquote.com) frequently provide trucking services at our auctions and are recommended.

Dear Tracy Treston,

Congratulations on your purchase! Thank you for participating in the following auction:

Liquid Asset Partners  
Walmart Neighborhood Market Online Only Auction, **\*\*WE DO NOT SHIP!\*\***  
Ends: Sept 24, 2019 @10am CST  
Preview: Sept 23 10am - 5pm  
Removal: Sept 25 - Oct 10, daily 9-6  
Address: 8010 E 38th Street, Indianapolis, IN 46226

9/7/2019 - 9/24/2019  
Indianapolis, Indiana  
United States

Your Bidder paddle number for this auction was: 151  
Invoice Date: 9/24/2019

Please review your auction invoice and remit payment to the auction company address below:

BILL TO:  
Tracy Treston  
460 NW CONCOURSE PLACE  
UNIT 6  
PORT ST LUCIE, Florida 34986  
United States  
(772) 380-7452

SHIP TO:  
Tracy Treston  
460 NW CONCOURSE PLACE  
UNIT 6  
PORT ST LUCIE, Florida 34986  
United States

**DETAILS OF PURCHASED ITEMS**

Lot #	Qty	Title	Internet Premium	Sub-Total
39	1	<a href="#">Cheese Island Display Cooler</a>	18%	\$55.00 \$9.90 <b>\$64.90</b>
48	1	<a href="#">Tyler 12' Open Cooler Case</a>	18%	\$55.00 \$9.90 <b>\$64.90</b>
53	1	<a href="#">Coffin Cooler</a>	18%	\$55.00 \$9.90 <b>\$64.90</b>
121	1	<a href="#">Island Gondola</a>	18%	\$190.00 \$34.20 <b>\$224.20</b>
124	1	<a href="#">Island Gondola</a>	18%	\$48.00 \$8.64 <b>\$56.64</b>
127	1	<a href="#">Island Gondola</a>		\$160.00

Internet Premium	18%	\$28.80
<b>Sub-Total</b>		<b>\$188.80</b>

Lot #	Qty	Title
-------	-----	-------

149	1	<a href="#">Eye Glasses Display</a>	\$7.00
			18%
			\$1.26
<b>Sub-Total</b>			<b>\$8.26</b>

Lot #	Qty	Title
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184	1	<a href="#">Glass Freezer Doors</a>	\$325.00
			18%
			\$58.50
<b>Sub-Total</b>			<b>\$383.50</b>

**Lot Fee Summary**

Hammer Price	\$895.00
Internet Premium	\$161.10

**Totals**

Miscellaneous Charges	\$0.00
Shipping and Handling	\$0.00
<b>Lots (8) Qty (8)</b>	<b>Total (USD) \$1,056.10</b>

PLEASE REMIT PAYMENT TO:

Liquid Asset Partners  
 4060 29th Street SE  
 Grand Rapids, Michigan 49512

Payment

Only credit cards, wire transfers and certified cashier's checks are acceptable methods of payment. PLEASE NOTE - WE CAN ONLY ACCEPT CREDIT CARDS FOR UP TO \$5,000. Your credit card on file will be charged your invoice total at the conclusion of the auction if below \$5,000. If over \$5,000 you are required to call Liquid Asset Partners at 616-719-5917 to obtain a wire transfer sheet to complete your payment. Bidders with invoice totals over \$5,000 will be required to pay via wire transfer or certified cashier's check. Please contact Liquid Asset Partners at 616-719-5917 for our wire transfer instructions. Bidders are required to pay for their purchases immediately after the conclusion of the auction. Payment is due in full within 24hrs after the end of the auction.

Buyer's Premium

LIQUID ASSET PARTNERS LLC will charge and retain a non-negotiable 18% buyer's commission from the proceeds of any sale on the final bid of each lot sold ('Buyer's Premium').

Taxes

Where required by law, Buyer shall pay to LIQUID ASSET PARTNERS LLC sales tax. Tax will be added to the purchase price of all purchased items, as well as the Buyer's Premium. At the time of payment, dealers who purchase for resale must supply LIQUID ASSET PARTNERS LLC with completed copy of the tax exempt form, call our office if you need such a form 616-719-5917.

Shipping: WE DO NOT SHIP!

It is the buyer's responsibility to arrange packing and shipping of any and all lots purchased. It is the responsibility of the buyer to pay for all shipping and handling charges. Store managers will need to see release form for each item prior to removal.

WE DO NOT SHIP

WE DO NOT SHIP!

Removal: Sept 25 - Oct 10, daily 9-6



**South Florida  
Lumber Company**

# Sales Acknowledgment

Date	Estimate #
9/16/2019	SF19975

**Name / Address**

Main Street Furniture Repair & Cabinetry  
460 NW Concourse PL # 6  
Port St. Lucie, FL. 34986

**Ship To**

Main Street Furniture Repair & Cabinetry  
460 NW Concourse PL # 6  
Port St. Lucie, FL 34986

Terms		Shipment Terms		Expected	
C.O.D.		CPU		09/16/2019	
Qty	UOM	Description	Cost	UOM	Total
50	PCS	PLYWOOD WHITE BIRCH 18MM C-2 (50 PCS/ 1 BDL)	31.99	PCS	1,599.50T
		SF19975			
		Sales Tax	7.00%		111.97
			<b>Total</b>		

If you are in agreement with the terms and conditions stated above, please acknowledge by signing and returning this quote via Fax: (305) 415 8314 at your earliest convenience.

**Total** \$1,711.47

Sincerely,

*Sandra Chang*

Agreed & Accepted \_\_\_\_\_ Dated \_\_\_\_\_

Main Office: 11600 NW 91st Street, #12 ~ Doral, FL 33178 ~ Tel: 305 665 8001 Fax: 305 415 8314



Search by keyword or item number



# Order Payment

1: Your Address 2: Shipping 3: Order & Payment

Please review your order and provide payment information to complete your purchase.

## ORDER DETAILS



**Set of 12 Blue Shopping Baskets**

SKU # 26125

**\$78.75**

**Qty: 2**

**Item Subtotal: \$157.50**

Subtotal	<b>\$157.50</b>
Tax	<b>\$0.00</b>
Shipping (Total Weight: 42.40lbs)	<b>\$23.38</b>
<b>TOTAL</b>	<b>\$180.88</b>

## PAYMENT DETAILS



Credit Card

e

9/19/2019



# Secure Checkout

Your Order **\$313<sup>94</sup>**

[Edit Cart and Shipping \(5\)](#)

## Contact

First Name

Last Name

Email

Phone

[Will someone else pick it up?](#)

## Shipping

Address Line 1

Address Line 2

City, State

[34957 Change](#)

Use as Billing Address

## Payment

Credit Card

Enter credit card number

Expiration

CVV (on back)

[Apply a Gift Card](#) | [Have a PO/Job Code for this order?](#)

Yes, I'd like to sign up and get \$5 off, plus \$100s more savings sent right to my email inbox

## Place Order

\* We are required by law to charge all applicable sales taxes for online orders. Please note that the order totals during your checkout reflect estimated sales tax. The actual charge to your form of payment will include applicable state and local sales taxes and will be calculated when order is shipped.

By providing your mobile phone number and clicking Place Order, you agree to receive a text message from Home Depot when your order is ready for pickup. One text per order. Message and data rates may apply and texts may be sent between the hours of 8:00 am and 10:00 pm. Consent not required and not a condition of purchase. You will also receive email updates. Not all carriers supported. For help, text HELP to [63747] or call 1-800-HOMEDEPOT; to stop texts, text STOP to [63747] (a confirmation text will be sent).

## Pick Up In Store

Pick up as soon as today, see availability below. **FREE**

**Jensen Beach Store**  
3451 Nw Federal Hwy, Jensen Beach, FL 34957 | (772) 692-9000

We'll hold your items at [Customer Service](#)



**BEHR ULTRA 1 gal. #MQ4...** \$38.99  
Qty : 1  
Expected pick up by **Sep 20 - Sep 24**



**Glacier Bay 2-Piece 1.28 G...** \$99.00  
Qty : 1  
Expected pick up today



## Express Delivery Details

**Scheduled for Sep 18, Between 6am - 8pm** \$8.99 \*estimate

Your order will be delivered to an easily accessible area outside your home. An adult is not required to be present at the time of the delivery.

[Show Delivery Options](#)

**Glacier Bay 18-1/2 in. WV...** \$79.00  
Qty : 1



## Ship To Home

Expect it by **Tue, Sep 24** **FREE**

**BEHR ULTRA 1 gal. #PPU...** \$36.98  
Qty : 1



Expect it by **Tue, Sep 24** **FREE**

**BEHR Premium Plus 1 gal...** \$24.98  
Qty : 1



Subtotal	\$278.94
Pick Up In Store	<b>FREE</b>
Shipping	<b>FREE</b>
Express Delivery	\$35.00
Estimated Sales Tax*	\$0.00
<a href="#">Apply Tax Exempt ID</a>	

**Total** **\$313<sup>94</sup>**

[Have a promo code?](#)

## Need help?

Call us at 1-800-466-3337, 6 a.m. - 2 a.m. ET  
For assistance with custom blinds, call 1-800-658-7320

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## BUDGET

Description	Quantity	Unit Price	Cost
Image Logo	1	\$ 65	\$ 65
Text Logo	1	\$ 50	\$ 50
<b>Total</b>			<b>\$ 115</b>

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**W-9**

Form  
(Rev. October 2007)  
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.

Name (as shown on your income tax return)

**Universal Wholesale Inc**

Business name, if different from above

Print or type  
See Specific Instructions on page 2

Check appropriate box:  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
 Other (see instructions) ▶

Individual/Sole proprietor  
 Corporation  
 Partnership

Exempt payee

Address (number, street, and apt. or suite no.)

**16400 W.8 Mile Rd**

City, state, and ZIP code

**Southfield, MI 48074**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

Or

Employer identification number

**38 2866979**

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 4.

Sign  
Here

Signature of  
U.S. person

*Deborah Silvestri*

Date

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax.

Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)



Search entire store here...

Welcome: Tracy Treston Sign Out

Home

New Products

My Account

View Cart

0 Items

Order Date: Tuesday 19 November, 2019

Order Information - Order #18692

Qty.	Products	Total
1 ea.	BADIA - CAYENNE PEPPER	\$24.00
1 ea.	BADIA - COMPLETE SEASONING (SAZON)	\$34.50
1 ea.	BADIA - PAPRIKA	\$24.60
1 ea.	CREAM OF WHEAT #0612 HOT CEREAL	\$39.00
1 ea.	CREAM OF WHEAT #0622 HOT CEREAL 1 MIN C	\$39.00
1 ea.	BAUDUCCO TOAST ORIGINAL WHEAT	\$54.00
1 ea.	DOMINO SUGAR 4LB IN BAG	\$21.90
1 ea.	EMPORIA FISH SEASONING	\$8.30
1 ea.	EMPORIA HAMBURGER SEASONING	\$8.30
1 ea.	EMPORIA MONTREAL STEAK SPICE	\$8.30
1 ea.	ENCORE ADOBO SEASONING	\$7.95
1 ea.	ENCORE ALLSPICE GROUND	\$7.95
1 ea.	ENCORE BACON BITS	\$7.95
1 ea.	ENCORE BASIL LEAVES	\$7.95
1 ea.	ENCORE BBQ SEASONING	\$7.95
1 ea.	ENCORE BLACK PEPPER BUTCHER GRIND	\$15.90
1 ea.	ENCORE CAJUN SEASONING	\$7.95
1 ea.	ENCORE CHICKEN SEASONING	\$7.95
1 ea.	ENCORE CINNAMON STICKS	\$7.95
1 ea.	ENCORE CURRY POWDER	\$7.95
1 ea.	ENCORE FAJITAS SEASONING	\$7.95
1 ea.	ENCORE GARLIC POWDER SEASONING	\$7.95
1 ea.	ENCORE MEAT TENDERIZER (SEASONED)	\$7.95
1 ea.	ENCORE MUSTARD POWDER	\$7.95
1 ea.	ENCORE NUTMEG GROUND #125	\$16.08
1 ea.	ESSENTIAL ALL PURPOSE FLOUR	\$13.20
1 ea.	FORRELLI #28011 BREAD CRUMBS/PLAIN	\$10.68
1 ea.	FORRELLI #28017 PARMESAN CHEESE, IMITATI	\$10.20
1 ea.	FORRELLI #60130 SLICED PEACHES IN LIGHT	\$9.48
1 ea.	FORRELLI #67234 SWEET RELISH	\$9.48
1 ea.	FORRELLI #67248 DILL PICKLES SPEARS	\$12.00
1 ea.	FORRELLI #67545 ALCAPARRADO OLIVE	\$9.48
1 ea.	FORRELLI #67638 VEGETABLE OIL	\$9.50
1 ea.	FRANK'S #80502 RED HOT SAUCE	\$27.00
1 ea.	GABRIELA #59024 PANCAKE SYRUP	\$27.85
1 ea.	GOLD MEDAL - ALL PURPOSE FLOUR	\$19.20
1 ea.	GREEN BEANS MIXED (EARLY GARDEN)	\$11.76
1 ea.	HEINZ WHITE VINEGAR GLASS	\$15.00
1 ea.	HIDDEN VALLEY #00443 RANCH SALAD DRESSING MIX	\$8.40
1 ea.	HIDDEN VALLEY #0055 ORIGINAL RANCH DRESSING	\$39.50
1 ea.	HIDDEN VALLEY #21316 RANCH SALAD SEASONING MIX	\$13.50
1 ea.	HUNT'S #50006 TRAD SPAG SAUCE	\$9.00
1 ea.	HUNT'S HONEY HICKORY BBQ SAUCE	\$9.00
1 ea.	HUNT'S HONEY MUSTARD BBQ SAUCE	\$9.00
1 ea.	IB #10631 BLACKEYE PEAS POLY BAG	\$27.00
1 ea.	IB #7608 OLIVE OIL BLEND	\$15.00
1 ea.	IMITATION EXTRACT - ALMOND	\$23.52
1 ea.	IMITATION EXTRACT - RUM	\$23.52
1 ea.	IMITATION EXTRACT - VANILLA	\$23.52
1 ea.	KC MASTERPIECE ORIGINAL BBQ SAUCE	\$18.75
1 ea.	KETCHUP #38502 BOTTOM UP HUNTS	\$11.40
1 ea.	KINGSFORD #66000 ORIGINAL NO SALT	\$12.60
1 ea.	KINGSFORD #66001 ORIGINAL FLAVORE	\$12.60
1 ea.	KINGSFORD #66002 LEMON PEPPER	\$12.60
1 ea.	KINGSFORD #66003 CAJUN STYLE	\$12.60
1 ea.	KINGSFORD #66004 GARLIC & HERBS	\$12.60
1 ea.	KNORR #1976 RES SHRIMP (RED)	\$50.40
1 ea.	KNORR MEX #1618 PASTA SOUP W. LETTERS	\$9.00
1 ea.	LAWRY'S SEASONING SALT PP.\$2.49	\$22.68
1 ea.	LEMON JUICE #06008 BOLJO	\$8.28
1 ea.	LENTILS #60216 IN A BAG	\$8.28
1 ea.	LORETTA #02339 DELUXE SHELLS & CHEESE	\$9.50
1 ea.	LORETTA #50024 DELUXE MAC & CHEESE	\$9.50
1 ea.	MAZOLA #95106 CHICKEN FLAVOR BOUILLON	\$29.50
1 ea.	MAZOLA CORN OIL	\$35.94
1 ea.	MORTON IODIZED SALT #11053	\$7.80
1 ea.	MRS DASH CHICKEN GRILLING BLEND SPICE	\$23.88
1 ea.	OPEN PIT #97766 HICKORY BBQ SAUCE	\$10.68
1 ea.	OPEN PIT HONEY #97735 BBQ SAUCE	\$9.54
1 ea.	ORTEGA #011 FLOUR TORTILLAS 14OZ	\$19.08
1 ea.	ORTEGA #0820 TACO SEASONING	\$15.60
1 ea.	ORTEGA #1895 TACO SAUCE	\$25.20

**City Commission Regular Meeting**

**11. e.**

**Meeting Date:** 02/03/2020

**Re:** Approval of First Amendment to Developer's Agreement for Development of King's Landing between FPRA, City of Fort Pierce and Audubon

**Submitted For:** Shyanne Helms, Communications + Economic Development Manager, City Manager

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**SUBJECT:**

Approval of First Amendment to Developer's Agreement for Development of King's Landing between FPRA, City of Fort Pierce and Audubon.

**SUMMARY:**

The Agreement for the Development of King's Landing was approved by the FPRA Board on November 12, 2019 and was ultimately executed on December 2, 2019 by the Fort Pierce City Commission. City staff is working to complete the City obligations for land development approvals as outlined on page 3 of the agreement. The Agreement states that the city shall give its best efforts to support amending the Comprehensive Plan to change the future land use designation to Mixed Use Development (MXD). At the pre-application meeting on January 15, 2020, Planning Director Jennifer Hofmeister offered an alternative of Central Business District (CBD). As part of a comprehensive re-examination of the areas that have a Central Business District Future Land Use designation, Staff looked at existing and proposed development patterns and re-evaluated the geographical boundaries. The CBD will be expanded to encompass more lands within and adjacent to the City's downtown core. By doing so, these newly targeted areas will be able to establish mixed use developments and single use or mixed use developments which may include ground floor office/retail beneath residential apartments, condominiums, and attached and detached housing associated with a mixed use development. The CBD is intended to provide higher densities a maximum density of 30 dwelling units per acre.

**RECOMMENDATION:**

Staff recommends the approval of the First Amendment to Agreement for the Development of King's Landing.

**ALTERNATIVES:**

Staff will proceed as directed by the City Commission.

**RESPONSIBLE STAFF:**

Shyanne Helms, Communications + Economic Development Manager

**COORDINATED WITH:**

Jennifer Hofmeister, Planning Director  
Peter J. Sweeney, City Attorney

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## Fiscal Impact

### OTHER INFORMATION:

N/A

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### Attachments

Agreement for Development of King's Landing - Executed 12.02.2019

First Amendment to Agreement for Development of King's Landing

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### Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	01/28/2020 08:51 AM
City Manager	Nick Mimms	01/28/2020 08:51 AM
Form Started By: Shyanne Helms		Started On: 01/27/2020 04:34 PM
Final Approval Date: 01/28/2020		



THE SUNRISE CITY  
**FORT PIERCE**  
CITY CLERK'S OFFICE  
*Florida*

Received

DEC 05 2019

City of Fort Pierce  
City Manager's Office

TO : Nick Mimms, City Manager

FROM : Linda W. Cox, City Clerk

RE : Audubon Development, Inc.  
Kings Landing

DATE : December 4, 2019

At the City Commission meeting on December 2, 2019, the Mayor and City Commission approved the attached Development Agreement which has been recorded with the Clerk of the Court at File #4648124. It was also approved by the Fort Pierce Redevelopment Agency on November 12, 2019. I have retained the original.

Cc: Pete Sweeney, Esq., City Attorney

Lee Dobbins, Esq.  
Dean Mead  
1903 S 25<sup>th</sup> Street, Suite 200  
Fort Pierce, FL 34947

RECEIPT



**JOSEPH E. SMITH**  
 Clerk of the Circuit Court  
 St. Lucie County

1824147

Clerk of the Circuit Court  
 St. Lucie County  
 201 South Indian River Drive  
 Fort Pierce, FL 34950  
 (772) 462-6900

Transaction #: 1824147  
 Receipt #: 1602479  
 Cashier Date: 12/3/2019 11:20:20AM  
 Print Date: 12/3/2019 11:20:29AM

www.stlucieclerk.com

**CUSTOMER INFORMATION**

**TRANSACTION INFORMATION**

**PAYMENT SUMMARY**

CITY OF FORT PIERCE  
 PO BOX 1480  
  
 FORT PIERCE, FL 34954  
  
 Escrow Balance: \$1,572.60

Date Received: 12/3/2019 10:31:49AM  
 Location: North County  
 Return Code: Mail  
 Trans Type: Recording  
 Reference:  
 Cashier: CERDAA

Total Fees: \$520.00  
 Total Payments: \$520.00  
 Balance Due: \$0.00  
  
 Cash Tendered:  
 Change: \$0.00

**Payment**

<b>ESCROW</b>	\$520.00
	0.00

**Official Record**

**AGREEMENT**

BK/PG: 4353/1200 DOC #: 4648124 Date: 12/3/2019 11:20:20AM  
 FROM: AUDUBON DEVELOPMENT INC TO: CITY OF FORT PIERCE  
*Indexing @ 1st 4 Names Free, Addt'l=\$1 ea.*  
*Recording @ 1st=\$10 Addt'l=\$8.50 ea.*

0.00  
 520.00

FPRA

This Instrument Prepared By:  
W. LEE DOBBINS, ESQ.  
Dean, Mead, Minton & Zwemer  
1903 South 25th Street, Suite 200  
Fort Pierce, Florida 34947  
(772) 464-7700

**AGREEMENT FOR DEVELOPMENT  
OF KING'S LANDING**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 2<sup>nd</sup> day of December, 2019 (the "Effective Date"), by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

**WITNESSETH:**

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in Exhibit "A", together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that

provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on Exhibit "B", attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Mixed Use Development (MXD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to MXD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD). (The term "Planned Development" as used in this Agreement shall refer to the Planned Development zoning category as defined in the City of Fort Pierce Zoning Code). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as Exhibit "C". Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain

written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Apply to and obtain approval from the City of Fort Pierce for a subdivision plat (the "Plat") sub-dividing the Property into parcels as may be required in order for Audubon to implement Audubon's development plan for the Project.

iii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as Exhibit "D".

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time

of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as Exhibit "E" (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

- a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.
- b. Local zoning ordinances and regulations.
- c. Permitted Exceptions as defined in Paragraph 5 above.
- d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified in the Phasing Plan attached hereto and made a part hereof as Exhibit "F" (the "Phasing Plan"). Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

- a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, as defined in the Phasing Plan, no later than one-hundred and twenty (120) days after the date of the Closing. Audubon shall Commence Construction of Phase 1 no later than ninety (90) days after the City issues the building permit(s) for construction of Phase 1. Construction of Phase 1 shall be completed no later than four hundred and twenty (420) days after Commencing Construction of Phase 1. Phase 1 shall include (i) infrastructure improvements serving Phases 1 through 7 of the Project, including street paving, water and sewer facilities and drainage facilities, and (ii) construction of a hotel. Upon completion of the construction of the infrastructure improvements for Phase 1, the streets and all infrastructure improvements within such streets, shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2, as defined in the Phasing Plan, no later than one-hundred and twenty (120) days after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 2 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 2. Construction of Phase 2 shall be completed no later than one (1) year after Commencing Construction of Phase 2.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, as defined in the Phasing Plan, no later than one hundred twenty (120) days after Commencing Construction of Phase 2. Audubon shall Commence Construction of Phase 3 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 3. Construction of Phase 3 shall be completed no later than one (1) year after Commencing Construction of Phase 3.

d. Phases 4 - 7. Audubon shall submit applications for building permit(s) for the construction of Phases 4, 5, 6, and 7, as defined in the Phasing Plan, no later than three (3) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phases 4, 5, 6, and 7, no later than ninety (90) days after the City issues the respective building permit(s) for the construction of Phases 4, 5, 6, and 7. Construction of Phases 4, 5, 6, and 7 shall be completed no later than four (4) years after Commencing Construction of Phase 1.

e. Phase 8. Audubon shall submit an application for building permit(s) for the construction of Phase 8, as defined in the Phasing Plan, no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 8 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 8. Construction of Phase 8 shall be completed no later than six (6) years after Commencing Construction of Phase 1.

f. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms “Commence Construction” or “Commencing Construction” shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

#### 10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a “possibility of reverter”, as more specifically set forth in Exhibit “E”, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the “Reverter”).

b. Release of Reverter from Hotel Parcel. Pursuant to the Site Plan and the Plat, as approved by the City, a separate lot (the “Hotel Parcel”) will be created for the development of a hotel within Phase 1 of the Project (the “Hotel”). After the Property is conveyed by the City to Audubon at the Closing, Audubon will sell the Hotel Parcel to a third-

party purchaser (the "Hotel Developer"). Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

c. Hotel Parcel Escrow. Audubon will deliver to the City One Million Dollars (\$1,000,000.00) from the proceeds of the foregoing sale of the Hotel Parcel, which shall be held in escrow by the City and used by Audubon to pay for the cost of constructing infrastructure improvements for the Project on the Property. Such costs of constructing infrastructure improvements shall include Audubon's actual costs to design, construct and/or install utility lines and facilities (including electrical, water, sewer and telecommunications), drainage facilities, roads, sidewalks, street lights and parking, and related excavation, grading and other site work or infrastructure serving all or portions of Phases 1 through 7 of the Project, as set forth in a construction budget to be prepared by Audubon (the "Infrastructure Improvements"). As the Infrastructure Improvements are constructed, Audubon will request monthly draw payments from the City to pay for the cost of constructing the Infrastructure Improvements. With each draw request, Audubon will provide the City with copies of invoices or other documentation reasonably required to substantiate such draw requests. The City shall respond to each such draw request within ten (10) days of receipt, by either approving, denying or requesting additional information with respect to such draw request. Within ten (10) days of approval of the draw request, the City shall deliver such draw payment to Audubon. The parties hereto acknowledge that the foregoing One Million Dollar escrow will not be sufficient to pay the entire cost of the Infrastructure Improvements, and the balance of the cost of such Infrastructure Improvements will be financed with a construction loan obtained by Audubon. The City shall hold the foregoing escrowed funds in a separate interest-bearing account, with all interest to be applied to the foregoing cost of the Infrastructure Improvements. Such funds may not be co-mingled with any other City funds and shall not be diverted, drawn upon or spent by the City for any purpose, other than as set forth in this Agreement. The City shall have sole control over such funds, subject to the requirements of this Agreement. Audubon shall provide the City with an IRS form W-9 at the time of delivery of the escrowed funds to the City.

d. Construction Loan. Audubon will obtain a construction loan (the "Construction Loan") for the construction of (a) Infrastructure Improvements for the Project and (b) the construction of Phases 1 through 7 of the Project (excluding the Hotel). The foregoing Construction Loan will be structured as a single construction loan, with multiple advances for the construction of the Infrastructure Improvements and Phases 1 through 7 of the Project, but the lender will secure this loan with a single mortgage on the entire Property, excluding the Hotel Parcel and Phase 8.

e. Release of Reverter from Future Phases. Upon the closing of the foregoing Construction Loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Infrastructure Improvements for the Project and for construction of Phases 1 through 7 of the Project (excluding the Hotel), in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements and the first vertical Phase of construction (other than the Hotel), as described in Paragraph 10.f below, and (c) sign an instrument releasing all of the

Property from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the Construction Loan, so that none of the Property is encumbered by the Reverter, and the construction lender will acquire a construction mortgage securing the Construction Loan free and clear of the City's Reverter.

f. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be \$2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction (currently estimated to be \$5 million). The City shall be named as an additional obligee on both bonds. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 8), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase, and naming the City as an additional obligee. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City Attorney mutually agree to a different form. Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

g. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.f above. In addition to the foregoing, in the event that the Infrastructure Improvements are not completed within four hundred and twenty (420) days after Commencing Construction of Phase 1, then any remaining funds held in escrow pursuant to Paragraph 10(c) ("Hotel Parcel Escrow") shall be forfeited by Audubon to the City as liquidated damages.

h. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

i. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the

City Attorney.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.f above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.f, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to the then-owner of the respective parcel of the Property, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning one (1) year after the construction of Phase 1 of the Project has been completed and such Phase 1 improvements have been added to the County tax rolls. (For example, if construction of Phase 1 is completed in 2020 and the value of the Phase 1 improvements has been added to the tax assessed value of the Property for the 2021 calendar year, then the rebate shall apply to years 2022 through 2026). Such rebate payments shall be delivered to each property owner no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars (\$200,000.00) per year for the

entire Property, and shall not exceed one million dollars (\$1,000,000.00) cumulatively for all five (5) years for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed \$200,000 in a given year, because one parcel would otherwise be entitled to a \$100,000 rebate and another parcel would otherwise be entitled to a \$200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of \$66,666.67 for one parcel and \$133,333.33 for the other parcel). The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by any successor-in-title to Audubon holding title to any portion of the Property.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City. Such streets shall be public rights-of-way and all improvements within such rights-of-way, including without limitation, streets, sidewalks, street lights, etc., shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or

landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majeure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, unavailability of utilities (e.g. power or water), fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at

the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.  
P.O. Box 981  
Palm Beach, FL 33480  
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer  
1903 South 25th Street, Suite 200  
Ft. Pierce, FL 34947  
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce  
City Hall  
100 North U.S. 1  
Fort Pierce, FL 34950  
Attn: City Manager

With a copy to:

City of Fort Pierce  
City Hall  
100 North U.S. 1  
Fort Pierce, FL 34950  
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT,

INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

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

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

**[SIGNATURES ON FOLLOWING PAGES]**

WITNESSES:

"Audubon"

*Susan Isreal*

Print Name: SUSAN ISREAL

*Patty Bookman*

Print Name: PATTY BOOKMAN

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: *Dale Matteson*

Print Name: Dale Matteson

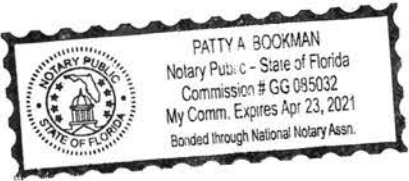
Title: PRESIDENT/CEO

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 14 day of Nov, 2019, by Dale Matteson as CEO of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one)  
 is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

*Patty A Bookman*

Notary Public, State of Florida  
Print Name: Patty A. Bookman  
Commission #: GG 085032  
My Commission Expires: 4/23/21



**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

WITNESSES:

Linda W. Cox  
Print Name: LINDA W. COX

Miriam Garcia  
Print Name: Miriam Garcia

“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a  
Florida municipal corporation

By: Linda Hudson  
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]  
Peter Sweeney, City Attorney

STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December, 2019, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:



Linda W. Cox  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG121327  
Expires 9/9/2021

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

**SIGNATURES CONTINUE ON FOLLOWING PAGE**

WITNESSES:

“FPRA”

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

Linda W. Cox  
Print Name: Linda W. Cox

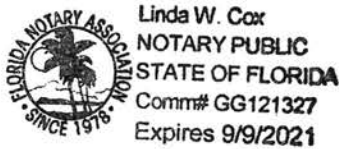
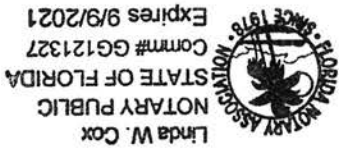
By: Linda Hudson  
Print Name: Linda Hudson  
Title: Chairwoman

Miriam Garcia  
Print Name: Miriam Garcia

STATE OF FLORIDA  
COUNTY OF St. Lucie

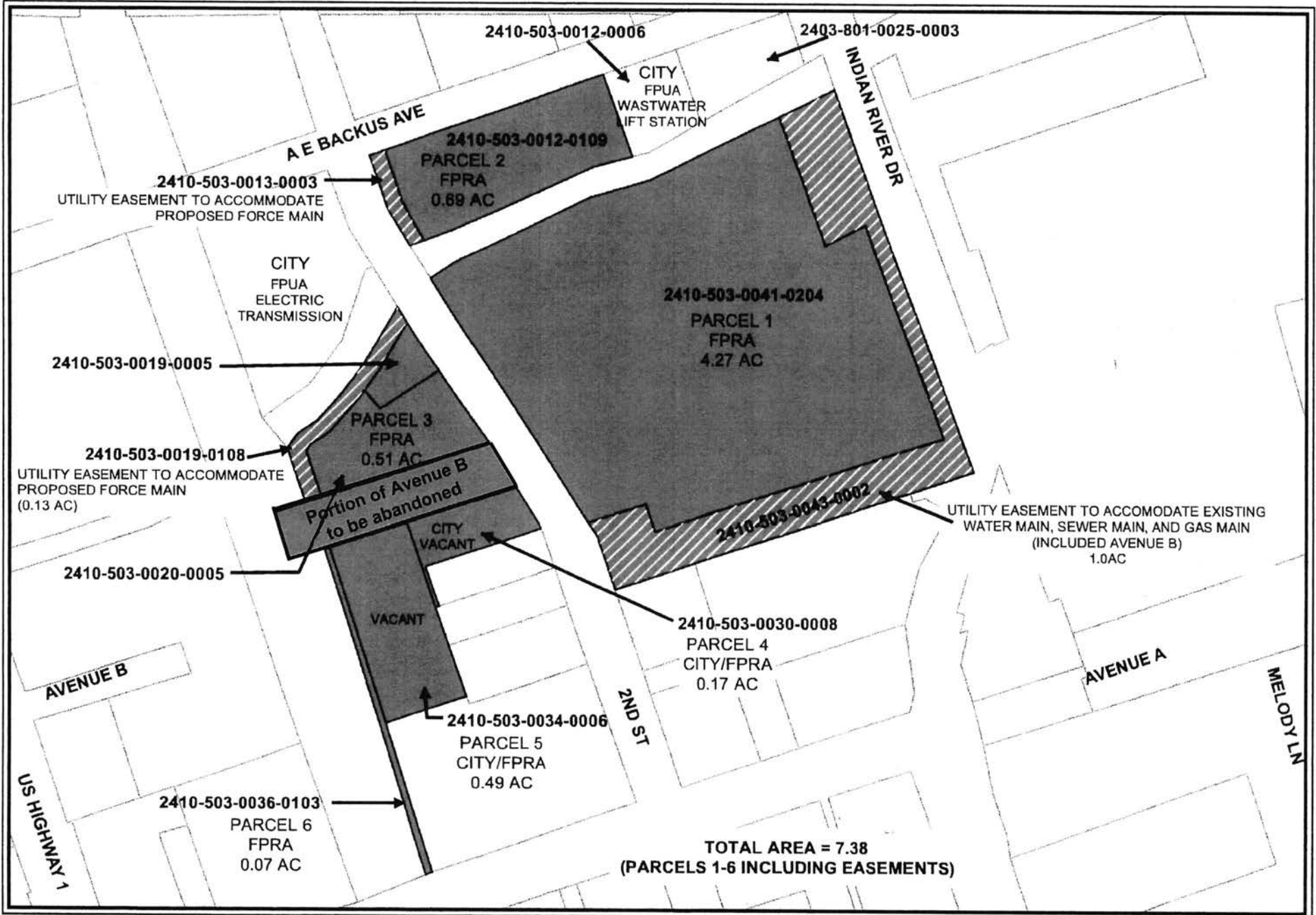
The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of December, 2019, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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



**EXHIBIT "A"**  
**The "Property"**  
**Parcels to be Conveyed by the City to Audubon**  
**Page 1 of 2**

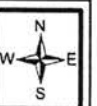
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Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	



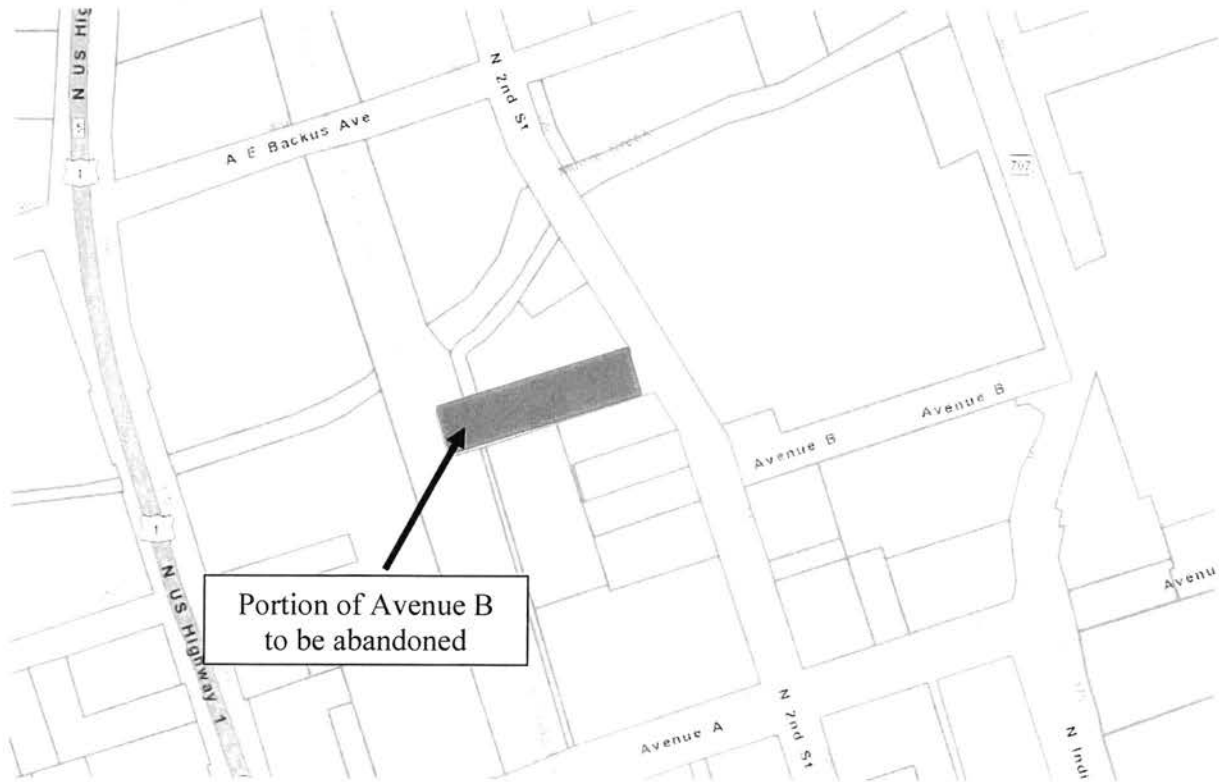
DATE: OCT 11, 18  
SCALE: 1" = 150'

**PROPOSED DEVELOPMENT AREA SITE 1**  
APPROXIMATELY 7.38 ACRES

KING PLANT REDEVELOPMENT



**EXHIBIT "B"**



Portion of Avenue B  
to be abandoned

EXHIBIT "C"



**Florida Department of  
Environmental Protection**

Southeast District Office  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406-3007  
561-681-6600

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

May 22, 2018

Via Email: [lhudson@city-ftpierce.com](mailto:lhudson@city-ftpierce.com)

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency  
A Dependent Special District of the City of Fort Pierce  
100 North US Highway 1  
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)  
Former H.D. King Power Plant Site - Parcel 1  
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie  
County, FL 34950  
Site Identification Numbers: COM 82363, BF561101001  
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the “contaminated site” for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012, to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), which can be found in the Department’s document repository at: <http://depdms.dep.state.fl.us/Oculus/servlet/login>.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents, the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, “PRFBSR”), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL’s) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.

The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: <http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal> and on the Institutional Controls Registry website at: <https://floridadep.gov/waste/waste/content/institutional-controls-registry>.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

- (a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
- (b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;
- (c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or
- (d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

#### Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

- A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.
- B. If you choose to challenge the decision, you may do the following:
  - 1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or
  - 2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

#### How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

- a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
- b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Conditional Site Rehabilitation Completion Order (SRCO)  
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,  
Former H.D. King Power Plant Site - Parcel 1  
Site Identification Numbers: COM\_82363, BF561101001  
Page 7 of 8

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

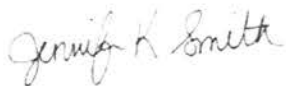
#### Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

#### Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: [paul.wierzbicki@floridadep.gov](mailto:paul.wierzbicki@floridadep.gov). Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,



---

Jennifer K. Smith  
District Director  
Southeast District

Conditional Site Rehabilitation Completion Order (SRCO)  
Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce,  
Former H.D. King Power Plant Site - Parcel 1  
Site Identification Numbers: COM\_82363, BF561101001  
Page 8 of 8

FILING AND ACKNOWLEDGMENT  
FILED, on this date, pursuant to §120.52  
Florida Statutes, with the designated  
Department Clerk, receipt of which is  
hereby acknowledged.

Mandakini Patel      May 22, 2018  
Clerk                      Date

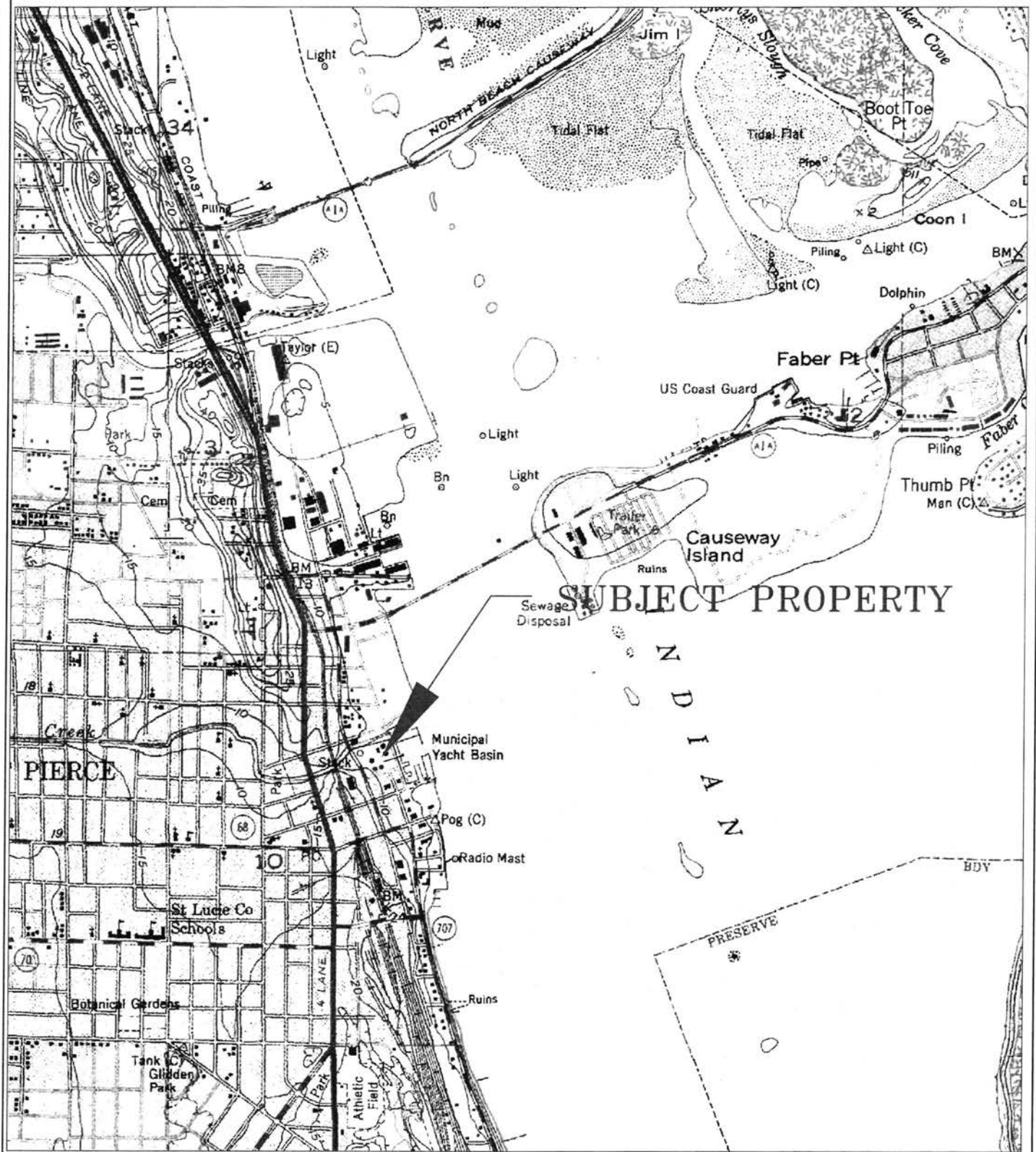
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509,  
Recorded 03/22/2018.

cc: Michael O. Sznajstajler, Esq., Cobb Cole, [Michael.Sznajstajler@Cobbcole.com](mailto:Michael.Sznajstajler@Cobbcole.com)  
Laurie LaFavor, [Laurie.Lafavor@cobbcole.com](mailto:Laurie.Lafavor@cobbcole.com)  
Greg Schultz, [Greg.Schultz@cardno.com](mailto:Greg.Schultz@cardno.com)  
Barbara Alfano, US EPA, Region IV, [Alfano.Barbara@epa.gov](mailto:Alfano.Barbara@epa.gov)  
David Koerner, Florida Health, St Lucie, [david.koerner@flhealth.gov](mailto:david.koerner@flhealth.gov)  
Alberto Naya, South Florida Water Management District, [anaya@sfwmd.gov](mailto:anaya@sfwmd.gov)  
Carlos Derojas, P.E., South Florida Water Management District, [cderojas@sfwmd.gov](mailto:cderojas@sfwmd.gov)  
Chad Brcka, P.G., South Florida Water Management District, [cbrcka@sfwmd.gov](mailto:cbrcka@sfwmd.gov)  
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, [sheidt@tcrpc.org](mailto:sheidt@tcrpc.org)  
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency  
Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

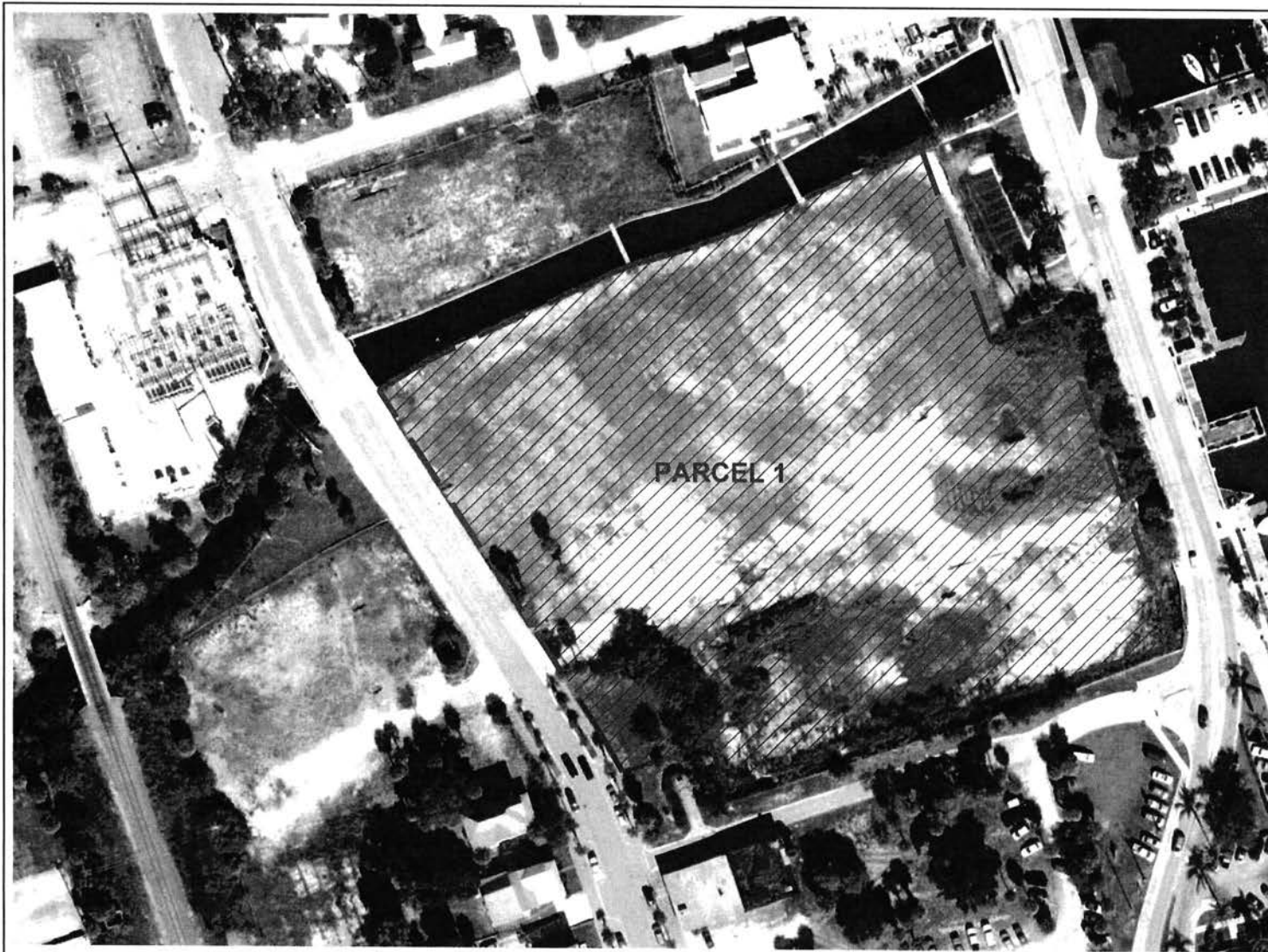


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**FORMER HD KING POWER PLANT SITE**  
**311 NORTH INDIAN RIVER DRIVE**  
**FT. PIERCE, FL**

**FIGURE 1**  
**SITE VICINITY MAP**



**LEGEND**

 SUBJECT SITE LOCATION

**PARCEL 1: BF SITE ID #: BF561101001**  
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

**LEGAL DESCRIPTION:**  
AARON LEE'S MAP OF FORT PIERCE 10 35 40  
BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG  
E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S  
CREEK, TH ELY ALG S BANK OF MOORE'S CREEK  
TO E RD R/W LI OF IND RIV DR, TH SLY ALG IND  
RIV DR TO SE COR OF BULKHEAD OF  
RECREATION PIER, TH WLY TO INT OF ELY RD  
R/W LI OF N 2 ST AND SW COR OF LOT 2 AND  
POB-LESS E 20 FT AND LESS S 50 FT AND LESS N  
165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-  
(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE  
AND  
TCRPC

H.D. KING POWER PLANT



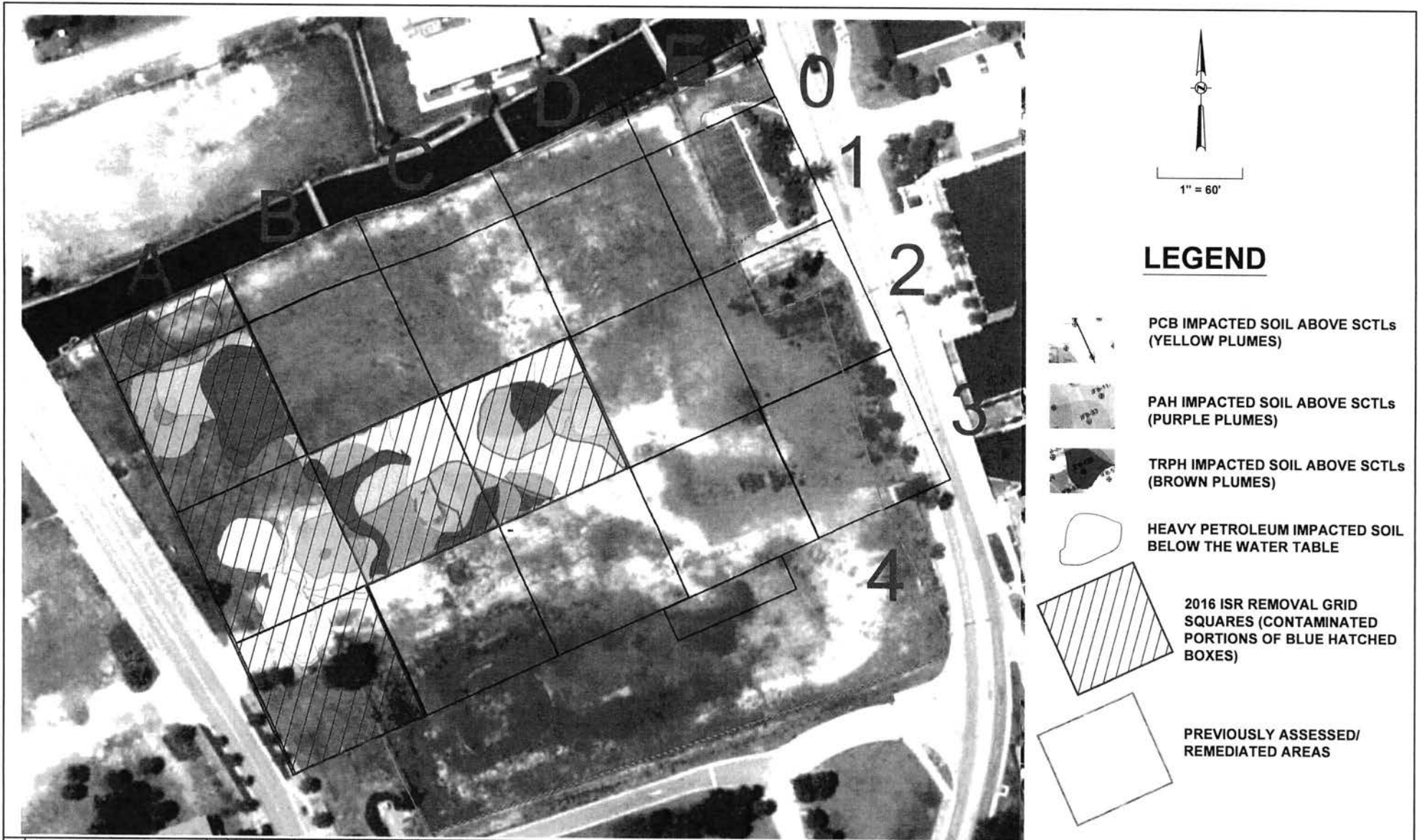
300 PARK PLACE (BLVD), SUITE 200, CLEARWATER, FL 33759  
TEL: (727) 624-3000 (800) 861-6914  
www.cardno.com Certificate of Authorization No. 28915

DESIGNED	XXX
DRAWN	XXX
QC	XXX
APPROVED	XXX
DATE	





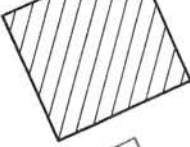
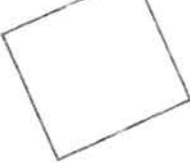
FIGURE 2  
PARCEL/SITE BOUNDARY MAP

PROJECT NO:	00022-926-13
DATE:	11-1-16
SHEET NO:	2 OF 9

FILE: J:\00022\00022926\11\CAD\dwg\power 1.dwg LAST SAVED: Tue, 06/11/16-11:25p PLOTTED: Fri, 11/11/16-8:51p BY: Greg Schultz



**LEGEND**

-  PCB IMPACTED SOIL ABOVE SCTLs (YELLOW PLUMES)
-  PAH IMPACTED SOIL ABOVE SCTLs (PURPLE PLUMES)
-  TRPH IMPACTED SOIL ABOVE SCTLs (BROWN PLUMES)
-  HEAVY PETROLEUM IMPACTED SOIL BELOW THE WATER TABLE
-  2016 ISR REMOVAL GRID SQUARES (CONTAMINATED PORTIONS OF BLUE HATCHED BOXES)
-  PREVIOUSLY ASSESSED/REMIEDIATED AREAS

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE  
AND  
TCRPC

H.D. KING POWER PLANT



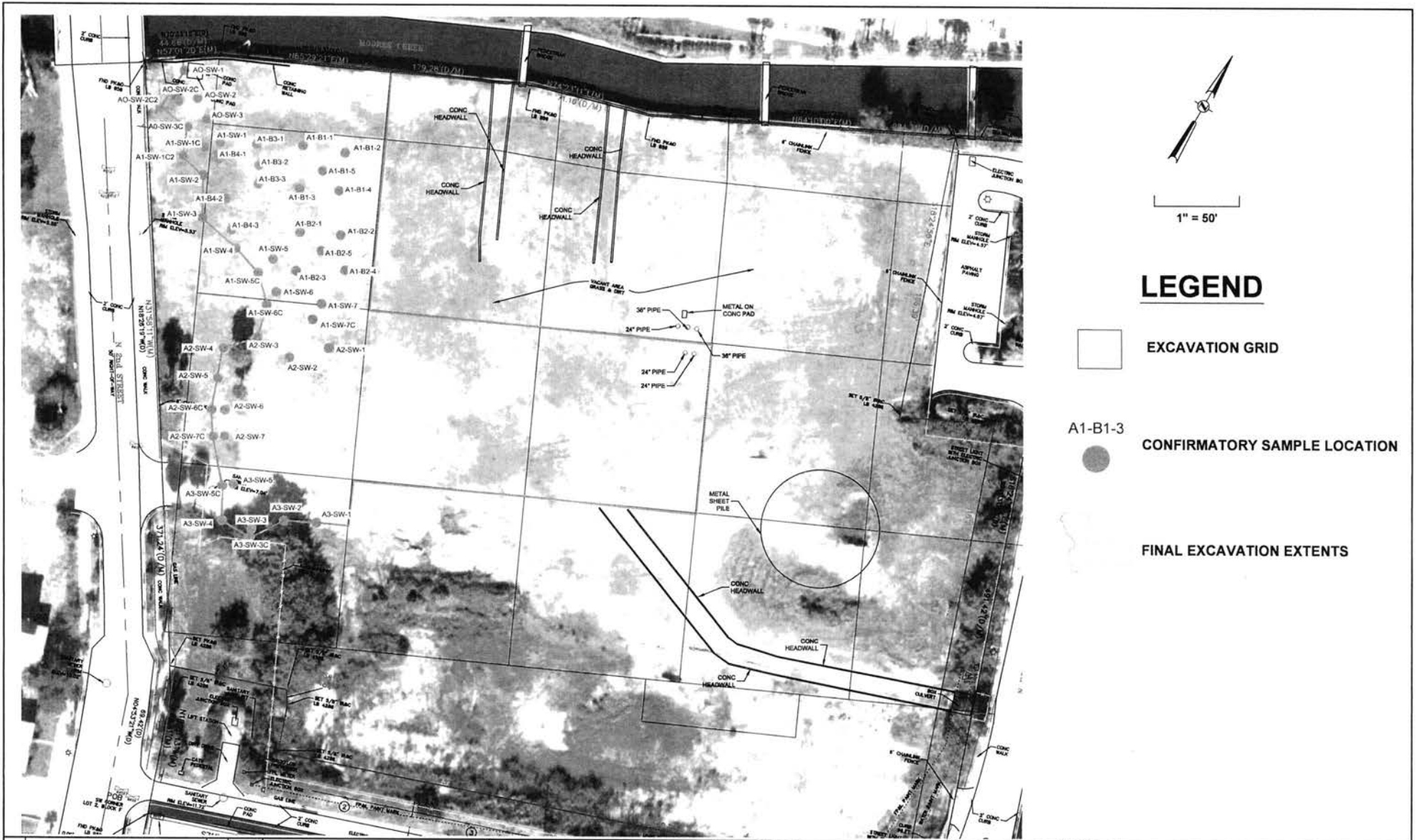
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DRAWN	XXX
C.C.	MTP
APPROVED	XXX
LIC NO.	DATE

FIGURE 3  
FINAL SOURCE REMOVAL  
AREAS - 2016

PROJECT NO:	00022-926-13
DATE:	11-07-16
SHEET NO.:	3 OF 9

FILE: J:\00022\00022926-13\00022926-13\Source Removal\SitePlan2016\_Final\_Removal.dwg LAST SAVED: Fri, 11/18/16-8:22p PLOTTED: Fri, 11/18/16-8:54p BY: Greg Schultz



1" = 50'

### LEGEND

- EXCAVATION GRID
- A1-B1-3 CONFIRMATORY SAMPLE LOCATION
- FINAL EXCAVATION EXTENTS

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE  
AND  
TCRPC

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APPROVED	DATE

FIGURE 8  
CONFIRMATORY SAMPLE  
LOCATIONS

PROJECT NO.	00022-926-13
DATE	11-05-16
SHEET NO.	8 OF 8

P.L.C. J:\00022\00022926\13\used\fig\Source Removed\SitePlan2016\_Ext\_05.dwg LAST SAVED: Sun, 11/20/16-2:46p PLOTTED: Sun, 11/20/16-2:46p BY: Greg Schultz



H.D. King: 311 North Indian River Drive, Ft. Pierce, FL  
**Table 23: Overburden Stockpile - Sample Analytical Results - March 2016**

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	<b>77</b>	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.5	0.115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	<b>0.081</b>	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	<b>0.055</b>	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	<b>0.08</b>	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	<b>0.046</b>	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	—	mg/Kg dw	0.1	0.7	8	<b>0.08</b>	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	<b>0.07</b>	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	<b>0.164</b>	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	<b>0.054</b>	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	<b>0.114</b>	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	17	0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				<b>0.12</b>	

**Notes:**

- I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).
- U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.
- # = Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL
- NA = Not Analyzed
- NC = Not Calculated



H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0-SW-1	A0-SW-2	A0-SW-2C	A0-SW-2C2	A0-SW-3	A0-SW-3C	A1-B1-C	A1-B2-C	A1-B3-C	A1-B4-C	A1-SW-1	A1-SW-1C	A1-SW-1C2													
Collect Date							3/15/2016	3/15/2016	6/15/2016	6/22/2016	3/15/2016	6/15/2016	3/14/2016	3/14/2016	3/14/2016	3/14/2016	3/15/2016	6/15/2016	6/22/2016													
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./Indust.	Leach.-GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier												
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	45		254	NA	NA	NA	120	NA	68	NA	77	NA	56	NA	105	NA	NA									
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.5	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	0.162	U	0.158	U	0.032	U	0.134	U	0.031	U	0.084	U	0.26	U	0.043	U	0.224	U	0.377	U	0.088	U	0.031	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	0.146	U	0.189	U	0.037	U	0.119	U	0.02	U	0.021	U	0.157	U	0.026	U	0.156	U	0.239	U	0.098	U	0.039	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	0.156	U	0.305	U	0.04	U	0.158	U	0.027	U	0.029	U	0.198	U	0.037	U	0.195	U	0.336	U	0.173	U	0.033	U
EPA 8270C Low Level PAH	Benzo(g,h)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	0.154	U	0.213	U	0.032	U	0.121	U	0.031	U	0.043	U	0.126	U	0.043	U	0.129	U	0.2	U	0.1	U	0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.079	U	0.092	U	0.032	U	0.032	U	0.031	U	0.087	U	0.107	U	0.043	U	0.109	U	0.187	U	0.051	U	0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	0.151	U	0.215	U	0.054	U	0.159	U	0.031	U	0.087	U	0.251	U	0.044	U	0.242	U	0.383	U	0.116	U	0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	0.039	U	0.032	U	0.017	U	0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	0.04	U	0.068	U	0.019	U	0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	208-44-0	mg/Kg dw	3200	59000	1200	0.056	U	0.253	U	0.321	U	0.054	U	0.295	U	0.052	U	0.208	U	0.566	U	0.095	U	0.586	U	0.902	U	0.16	U	0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	0.034	U	0.112	U	0.171	U	0.032	U	0.111	U	0.031	U	0.037	U	0.132	U	0.043	U	0.126	U	0.196	U	0.099	U	0.031	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	0.079	U	0.113	U	0.054	U	0.14	U	0.052	U	0.079	U	0.319	U	0.071	U	0.311	U	0.449	U	0.072	U	0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	0.182	U	0.333	U	0.054	U	0.235	U	0.052	U	0.166	U	0.424	U	0.074	U	0.435	U	0.663	U	0.185	U	0.052	U
Calculation	BaP Equivalent	-	mg/Kg dw	0.1	0.7	8	NC		0.23		0.29		0.06		0.16		0.03		0.028		0.22		0.02		0.3		0.4		0.15		0.05	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA	U	0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA	U	NA	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA	U	0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA	U	NA	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA	U	0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA	U	NA	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.8	17	0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA	U	0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA	U	NA	U
EPA 8082 PCB	Aroclor-1246	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA	U	0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA	U	NA	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA	U	0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA	U	NA	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.027		1.9		0.62		0.061		0.47		NA		0.1		0.093		0.059		0.064		0.18		NA		NA	

Notes:  
 I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).  
 U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.  
 # = Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL.  
 NA = Not Analyzed  
 NC = Not calculated due to lack of carcinogenic PAHs



H.D. King: 311 North Indian River Drive, Ft. Pierce, FL  
 Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW-3		A1-SW-4		A1-SW-4C		A1-SW-5		A1-SW-5C		A1-SW-6		A1-SW-6C		A1-SW-7		A1-SW-7C		A1-SW-7C2		A2-SW-1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/22/2016		6/22/2016			
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Indust.	Leach. -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier		
FLPRO	Petroleum Range Organics		mg/Kg	460	2700	340	93.7		104		98.5		NA		463		37.8		196		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.5	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207	U	0.054	U	0.061	U	0.053	U	0.054	U	0.062	U	0.054	U	0.097	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447	U	0.054	U	0.112	U	0.053	U	0.078	U	0.053	U	0.054	U	0.187	U
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.517		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.1		0.02	U	0.153		0.019	U	0.98		0.02	U	0.206		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.099		0.031	U	0.158		0.031	U	0.597		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.634		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057		0.05		0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2800	33000	160	0.057	U	0.052	U	0.053		0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	0.086		0.031	U	0.128		0.031	U	0.696		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.069		0.379		0.917		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.63		0.054	U	0.573		0.175		0.627		1.29		1.1		1.55	
Calculation	BaP Equivalent	-	mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.039		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:  
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 # = Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL  
 NA = Not Analyzed  
 NC = Not calculated due to lack of carcinogenic PAHs



H.D. King: 311 North Indian River Drive, Ft. Pierce, FL  
 Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C		
Collect Date							6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/28/2016		6/22/2016		6/28/2016		6/22/2016		6/22/2016		6/22/2016		6/28/2016		
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./Indust.	Leach.-GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier			
FLPRO	Petroleum Range Organics		mg/Kg	460	2700	340	135		177		200		13		16.4		NA		42.3		NA		10.5		U	10.6		U	479		36.9
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.106	U	0.105	U	NA
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.076		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.085		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.568		0.032	U	0.031	U	0.065		0.16		0.04		0.169		0.031	U	0.031	U	0.032	U	0.031	U	NA	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-6	mg/Kg dw	0.1	0.7	8	0.642		0.028		0.019	U	0.072		0.23		0.08		0.13		0.035		0.019	U	0.025		0.019	U	NA	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.752		0.042		0.027	U	0.062		0.21		0.10		0.154		0.045		0.027	U	0.027	U	0.027	U	0.027	U	NA
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.55		0.032	U	0.031	U	0.049		0.17		0.17		0.114		0.036		0.031	U	0.033		0.047		NA	NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.489		0.032	U	0.031	U	0.066		0.18		0.05		0.085		0.031	U	0.031	U	0.032	U	0.031	U	NA	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.683		0.032	U	0.031	U	0.088		0.29		0.05		0.134		0.031	U	0.031	U	0.032	U	0.031	U	NA	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.104		0.0077	U	0.0074	U	0.0075	U	0.05		0.03		0.026		0.0075	U	0.0075	U	0.0078	U	0.0075	U	NA	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	1.65		0.054	U	0.051	U	0.14		0.36		0.07		0.133		0.052	U	0.052	U	0.053	U	0.052	U	NA	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	180	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	0.513		0.032	U	0.031	U	0.051		0.16		0.087		0.1		0.036		0.031	U	0.032	U	0.031	U	NA	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.722		0.054	U	0.051	U	0.083		0.25		0.052	U	0.07		0.052	U	0.052	U	0.053	U	0.052	U	NA	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	1.4		0.054	U	0.051	U	0.239		0.51		0.11		0.18		0.052	U	0.052	U	0.053	U	0.052	U	NA	NA	
Calculation	BaP Equivalent	-	mg/Kg dw	0.1	0.7	8	0.9		0.04		NC		0.1		0.3		0.1		0.2		0.05		NC		0.03		0.02		NA	NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		0.0076		0.000514	U	0.0029		0.007		NA		0.007		NA		0.0027		0.005		0.000523	U	NA	NA	

Notes:  
 I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).  
 U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.  
 # = Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL.  
 NA = Not Analyzed  
 NC = Not calculated due to lack of carcinogenic PAHs



H.D. King: 311 North Indian River Drive, Ft. Pierce, FL  
 Table 24: Confirmatory Soil Analytical Results

Sample Location							A3-SW-4	A3-SW-5	A3-SW-5C			
Collect Date							8/22/2016	8/22/2016	8/28/2016			
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/Indust.	Leach.-GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30.1	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.105	U	0.106	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.105	U	0.106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.5	0.105	U	0.106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.053	U	0.053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.053	U	0.053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.031		0.032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.049		0.064		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.055		0.081		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.057		0.08		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.032		0.051		NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.045		0.088		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.022		0.0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.054		0.084		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.053	U	0.053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	0.046		0.059		NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.053	U	0.053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.055		0.091		NA	
Calculation	BaP Equivalent	-	mg/Kg dw	0.1	0.7	8	0.09		0.08		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000526	U	0.000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000526	U	0.000531	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000526	U	0.000531	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000526	U	0.000531	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000526	U	0.000531	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.000531	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.0018		0.0052		NA	

Notes:  
 I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).  
 U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.  
 # = Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL.  
 NA = Not Analyzed  
 NC = Not calculated due to lack of carcinogenic PAHs



# LEGEND

- MW-6 
- MONITOR WELL LOCATION**
- 
- EXCAVATION GRID**

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,  
 FDEP Site ID NO.: COM\_82363,  
 BF561101001

DESCRIPTION		BY	DATE

<b>CITY OF FORT PIERCE AND TCRPC</b>		<b>H.D. KING POWER PLANT</b>		<b>FIGURE 8 MONITOR WELL LOCATIONS</b>	
380 PARK PLACE (BLVD. OFFICE) 300 S. CLAYMAN WATER, FL 33959 WWW.HDKINGPOWER.COM    CONSTRUCTION AUTHORIZATION NO. 20935		<b>Caradno</b> Shaping the Future		DESIGNED: XXX DRAWN: JTP C.C. APPROVED: XXX DATE: XXX	PROJECT NO.: 00022-928-11 DATE: 8-10-15 SHEET NO.: 8 OF 9



Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5				MW-6				MW-7				MW-8					
Collect Date						6/20/2014	9/17/2014	6/2/2015	6/19/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015			
Method	Parameter	CAS No	Units	GCLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	1,2-Dibromo-3-Chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8209B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	581-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	1.4	2.9
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290	32
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	1.1
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	1.1
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U



Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5				MW-6				MW-7				MW-8							
Collect Date						6/20/2014	9/17/2014	6/2/2015	6/19/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015					
Method	Parameter	CAS No	Units	OCGLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier		
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	70	700	0.34	U	0.34	U	0.34	U	3	U	3.5	U	2.4	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,3-Dichloropropene	10061-01-5	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dibromomethane	74-95-3	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethyl methacrylate	97-63-2	ug/L	630	6300	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	I
EPA 8260B	Hexachlorobutadiene	67-66-3	ug/L	0.4	40	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Iodomethane	74-88-4	ug/L	No CTL	NE	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U
EPA 8260B	isobutanol	78-83-1	ug/L	2100	21000	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U
EPA 8260B	Isopropylbenzene	98-62-8	ug/L	8	8	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Methyl methacrylate	80-62-6	ug/L	25	250	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
EPA 8260B	Methyl tert-Butyl Ether	1634-04-4	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	500	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U
EPA 8260B	n-Butylbenzene	104-51-8	ug/L	No CTL	NE	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	1.6	U
EPA 8260B	N-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32	U
EPA 8260B	Pentachloroethane	76-01-7	ug/L	No CTL	NE	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U
EPA 8260B	Propionitrile	107-12-0	ug/L	No CTL	NE	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5	U
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,3-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	88	880	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1	U
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U



Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5				MW-6				MW-7				MW-8							
Collect Date						6/20/2014	9/17/2014	6/2/2015	6/19/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015	6/18/2014	9/17/2014	6/2/2015					
Method	Parameter	CAS No	Units	OCLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier		
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	0.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.6	U	1.6	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8	U	3.8	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19	U	12	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.9	U	0.87	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76	U	1	U
FLPRO TRPH	FL-PRO	No CAS #	mg/L	5	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.66		0.45		1.9	U
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/l	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/l	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/l	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/l	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/l	1	10	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/l	3.2	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/l	0.3	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/l	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-29-5	ug/l	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/l	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/l	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/l	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/l	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	2-Nitroaniline	88-74-4	ug/l	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Nitrophenol	88-75-5	ug/l	No CTL	560	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	3,3-Dichlorobenzidine	91-94-1	ug/l	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/l	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/l	No CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/l	No CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/l	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/l	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl Phenyl ether	7005-72-3	ug/l	No CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/l	1.7	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/l	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Azobenzene/ 1,2-DPH	103-33-3	ug/l	0.3	30	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/l	28000	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/l	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/l	No CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U



Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5				MW-6				MW-7				MW-8											
Collect Date						6/20/2014		9/17/2014		6/2/2015		6/19/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GLTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethoxy)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropoxy)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Di-n-butyl phthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	Dibenzofuran	132-64-9	ug/l	26	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
8270C	Diethyl phthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethyl phthalate	131-11-3	ug/l	70000	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	2.5	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	n-Nitrosodimethylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	62-75-9	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Nitrosodiphenylamine	86-30-6	ug/l	7.1	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
8270C	2-Methylphenol (o-cresol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U
8270C	4-Methylphenol (p-cresol)	106-44-5	ug/l	3.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	No Cas #	mg/L	0.01	0.1	0.0075	I	0.0042	I	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	U	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	I	0.1	U	0.06	U	0.0051	I	0.005	U	0.005	U	0.005	U	0.082	U	0.028	U
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA	U	0.13	U	0.13	U	NA	U	0.13	U	0.13	U	NA	U	0.13	U	0.13	U	NA	U
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA	U	0.1	U	0.1	U	NA	U	0.1	U	0.1	U	NA	U	0.1	U	0.1	U	NA	U
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA	U	0.054	U	0.054	U	NA	U	0.054	U	0.054	U	NA	U	0.054	U	0.054	U	NA	U
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA	U	0.098	U	0.098	U	NA	U	0.098	U	0.098	U	NA	U	0.098	U	0.098	U	NA	U
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA	U	0.12	U	0.12	U	NA	U	0.12	U	0.12	U	NA	U	0.12	U	0.12	U	NA	U
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA	U	0.12	U	0.12	U	NA	U	0.12	U	0.12	U	NA	U	0.12	U	0.12	U	NA	U
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA	U	0.1	U	0.1	U	NA	U	0.1	U	0.1	U	NA	U	0.1	U	0.1	U	NA	U

Notes:  
 NE = Not Established  
 I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).  
 J = Estimated value - may not be accurate.  
 U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

This instrument prepared by:  
Michael Sznajstajler, Esquire  
Cobb Cole  
149 S. Ridgewood Avenue, Suite 700  
Daytona Beach, FL 32114

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

#### RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM\_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site - Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;
2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and
3. *Combined Document - Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM\_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

- a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21<sup>st</sup> day of February, 2018.

GRANTOR  
Fort Pierce Redevelopment Agency, a dependent  
special district of the City of Fort Pierce  
100 North US 1  
Fort Pierce, FL 34954

By: Linda Hudson  
Name: Linda Hudson  
Chairwoman of the Fort Pierce  
Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: [Signature] Date: 2/21/18  
Print Name: [Name]

Witness: [Signature] Date: 2/21/18  
Print Name: [Name]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

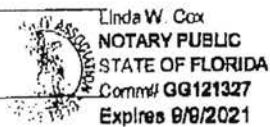
Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

[Signature]  
Signature of Notary Public

Print Name of Notary Public

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_



APPROVED AS TO FORM AND CORRECTNESS

BY: [Signature]  
City Attorney

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of MARCH, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:

Witness: [Signature] Date:
Print Name: [Name]

Witness: [Signature] Date: 3/22/2018
Print Name: [Name]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known OR Produced Identification
Type of Identification Produced

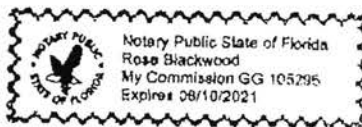
[Signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296

Commission Expires: 6/10/2021

APPROVED AS TO FORM AND CORRECTNESS

BY: [Signature]
City Attorney



**EXHIBIT A**  
**Legal Description and Sketch of the Groundwater Restricted Area**

# Exhibit A

## LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT B, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN DATE  
Professional Surveyor & Mapper  
Florida Certificate No. 8199

P:\proj-2017\13-071 HD King Power Plant\Survey\13-071 s&d.dwg, 3/21/2017 3:45:20 PM



### CULPEPPER & TERPENING, INC

CONSULTING ENGINEERS | LAND SURVEYORS

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994  
PHONE: 772-464-3537 • FAX: 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA CERTIFICATION No. 13-016

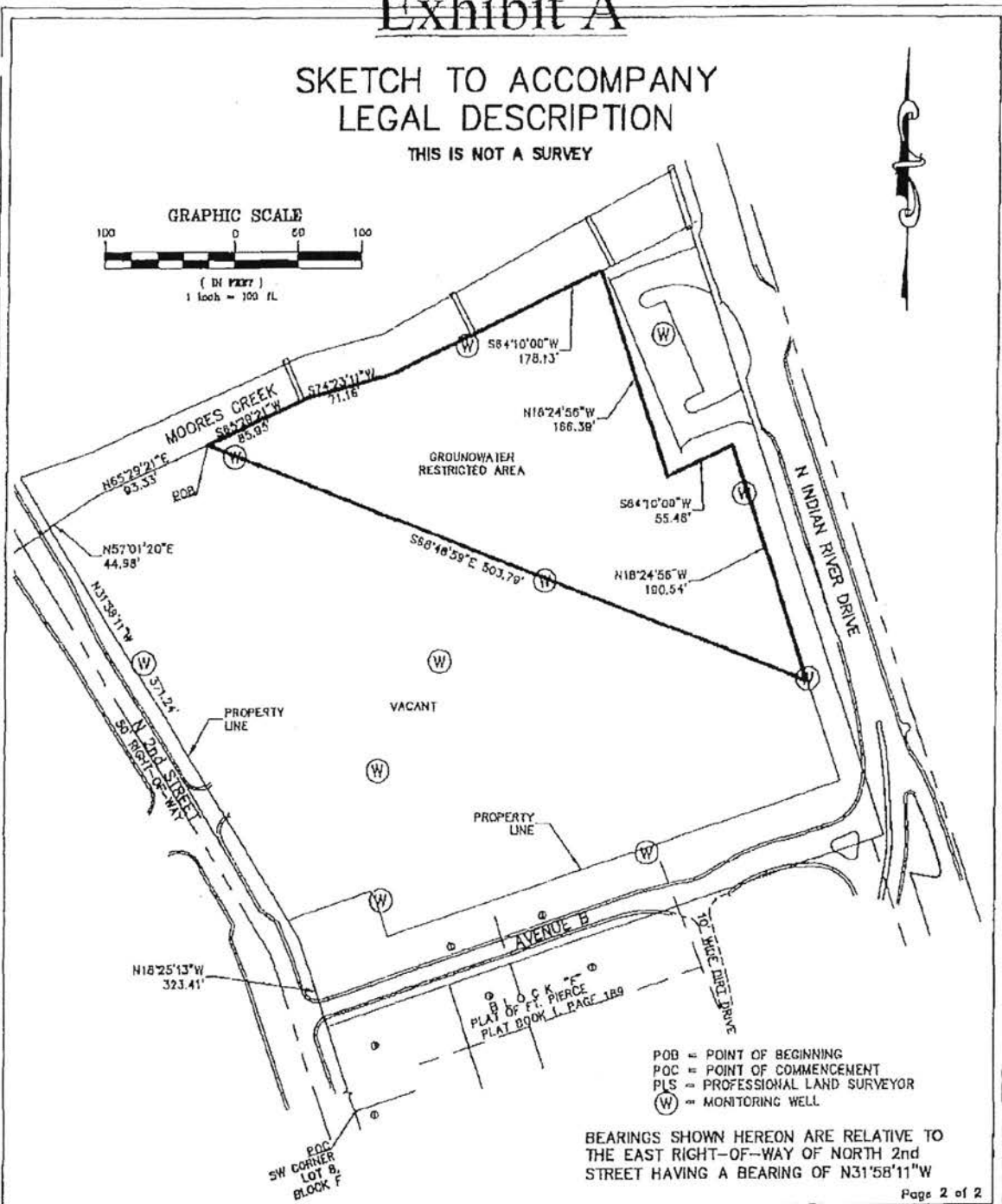
### GROUNDWATER RESTRICTED AREA DESCRIPTION

JOB NO: 13-071 s&d.dwg SCALE: N/A  
DRAWN BY: OJM DATE: 3-17-2017

# Exhibit A

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



P:\proj-2013\13-071 HD King Power Plant\Survey\13-071 s&d.dwg, 3/21/2017 3:45:57 PM

POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 PLS = PROFESSIONAL LAND SURVEYOR  
 (W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11" W



**CULPEPPER & TERPENING, INC**  
 CONSULTING ENGINEERS | LAND SURVEYORS  
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
 151 SW FLAGLER AVENUE • STUART, FLORIDA 34994  
 PHONE 772-464-3537 • FAX 772-164 5497 • www.ct-eng.com  
 STATE OF FLORIDA CERTIFICATION No. LB 436

**GROUNDWATER RESTRICTED AREA**  
 SKETCH OF DESCRIPTION

JOB NO: 13-071 s&d.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"  
Memo Regarding Financial Information



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**VIA E-MAIL:** [kdelaney@tcrpc.org](mailto:kdelaney@tcrpc.org)

**TO:** Kim Delaney, Ph.D.  
Director, Strategic Development & Policy  
Treasure Coast Regional Planning Council

**FROM:** WTL+a

**DATE:** August 9, 2019

**RE:** Summary Comments—Audubon Development Pro Forma Review  
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with “reversion” (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

### **Development Program**

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of \$1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

**WTL +a**

Real Estate & Economic Advisors  
Washington, DC—Provincetown, MA  
202.885.9121 301.502.4171 774.538.6070

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(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

## Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of \$2,978,751. Based on hard and soft costs of \$60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the \$60.8 million in hard and soft costs, this would be \$4,866,000, not \$2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of \$5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually \$7,927,752. This reflects a difference of \$2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

## WTL +a

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## Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of \$333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed \$200,000 per year to a maximum of \$1.0 million. By reducing the annual TIF payment to \$200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by \$2.2 million—from \$48,651,100 to \$46,449,000.

## Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

## WTL +a

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condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number (\$3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from \$333,333 (in years 1—3) to \$200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately \$1.7 million, but only \$1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or \$19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

**EXHIBIT "E"**

This Instrument Prepared By:  
W. LEE DOBBINS, ESQ.  
Dean, Mead, Minton & Zwemer  
1903 South 25th Street, Suite 200  
Fort Pierce, Florida 34947  
(772) 464-7700

For Official Use Only  
Tax Parcel Identification No.: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20\_\_\_\_, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

**PROVIDED THAT** in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated \_\_\_\_\_, 2019, and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

**IN WITNESS WHEREOF**, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

PTC

CAPSTONE  
PARTNERS ADVISORS

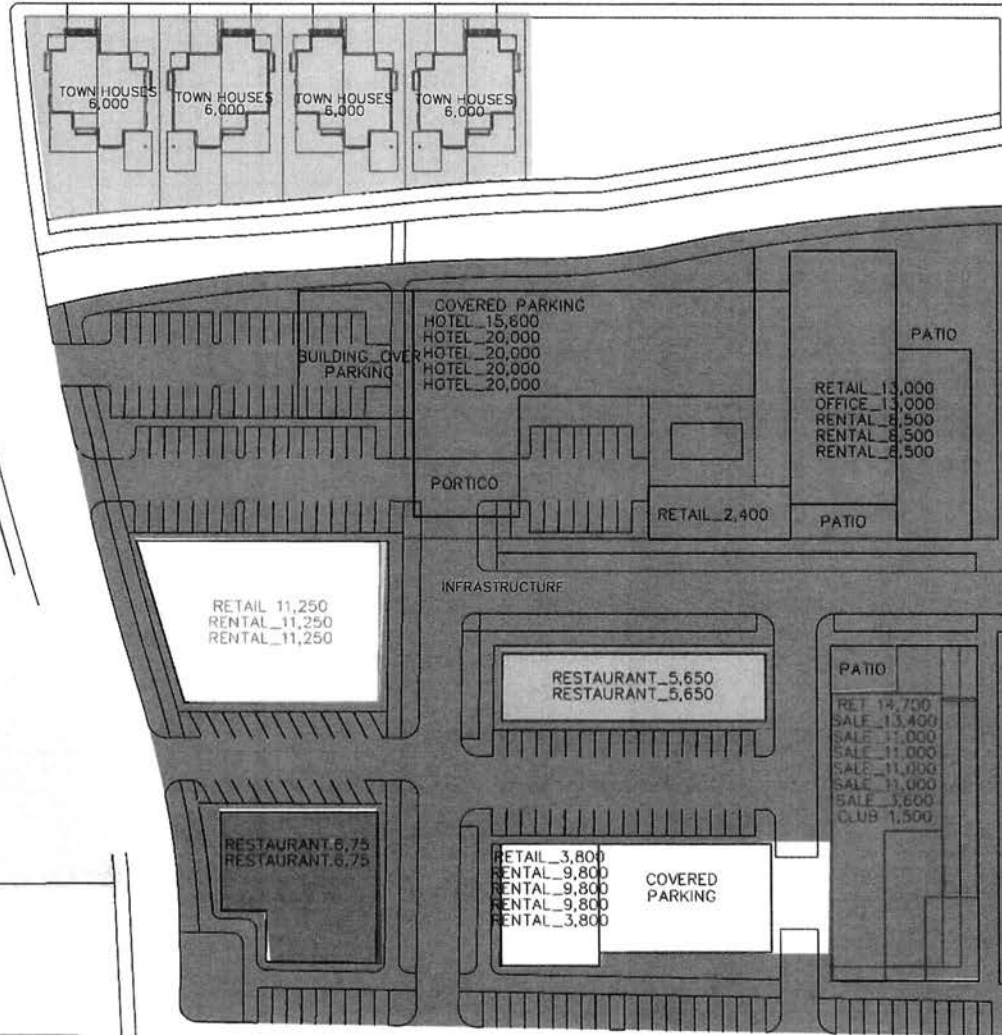
Charles & Lewis  
Construction, Inc.  
CONTRACTORS

EDC  
ENGINEERS ARCHITECTS & PLANNERS

CRONK DUCHI  
ARCHITECTS



EXHIBIT "F"  
PHASING PLAN



LEGEND

- |         |  |         |  |
|---------|--|---------|--|
| PHASE 1 |  | PHASE 5 |  |
| PHASE 2 |  | PHASE 6 |  |
| PHASE 3 |  | PHASE 7 |  |
| PHASE 4 |  | PHASE 8 |  |



# AIA DOCUMENT A312-2010

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**

**OWNER:**  
*(Name, legal status and address)*

### CONSTRUCTION CONTRACT

Date:

Amount:

Description: *(Name and Location)*

### BOND

Date:

Amount:

Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

### SURETY

Company: *(Corporate Seal)*

X: \_\_\_\_\_  
Name and Title:

X: \_\_\_\_\_  
Name and Title:

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

*(FOR INFORMATION ONLY—Name, Address and telephone*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or Other Party)*

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

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

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

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

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

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

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

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

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

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

SAMPLE

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

X: \_\_\_\_\_  
Name and Title:

X: \_\_\_\_\_  
Name and Title:

This Instrument Prepared By:  
W. LEE DOBBINS, ESQ.  
Dean, Mead, Minton & Zwemer  
1903 South 25<sup>th</sup> Street, Suite 200  
Fort Pierce, Florida 34947  
(772) 464-7700

**FIRST AMENDMENT TO  
AGREEMENT FOR DEVELOPMENT OF KING'S LANDING**

THIS FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (this "**Amendment**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**"), by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("**Audubon**"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "**City of Fort Pierce**"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "**FPRA**") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "**City**").

**WITNESSETH:**

WHEREAS, Audubon, the City of Fort Pierce and FPRA entered into that certain Agreement for Development of King's Landing, recorded on December 3, 2019, at Official Records Book 4353, Page 1200, in the Public Records of St. Lucie County, Florida (the "**Agreement**").

WHEREAS, the City of Fort Pierce and FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property more particularly described in the Agreement; and

WHEREAS, the parties to the Agreement have, since its execution, cooperated in good faith towards accomplishing the stated purposes of the Agreement; and

WHEREAS, the parties have mutually agreed that it is necessary and proper for the parties to amend the Agreement as set forth herein.

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

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

2. Amendment of Section 4.a.ii. Section 4.a.ii of the Agreement is hereby amended to read as follows (additions are shown as underlined and deletions are shown as struck-through):

The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to ~~Mixed Use~~

~~Development (MXD)~~ Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to ~~MXD~~ CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

3. Amendment of Section 4.a.iii. Section 4.a.iii of the Agreement is hereby amended to read as follows (additions are shown as underlined and deletions are shown as struck-through):

The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to ~~the~~ a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce ~~Zoning~~ Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

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

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

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

**[SIGNATURES ON FOLLOWING PAGES]**

WITNESSES:

“Audubon”

AUDUBON DEVELOPMENT, INC., a  
Florida corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

WITNESSES:

“City of Fort Pierce”:

CITY OF FORT PIERCE, FLORIDA, a  
Florida municipal corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Linda Hudson, Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Peter Sweeney, City Attorney

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one)  is personally known to me,  produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

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

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

WITNESSES:

“FPRA”

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) [ ] is personally known to me, [ ] produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

[Affix Notary Seal]

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

**City Commission Regular Meeting**

**12. a.**

**Meeting Date:** 02/03/2020

**Re:** Request for Demolition - 913 Avenue B

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

---

**SUBJECT:**

Resolution No. 20-R09 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 913 Avenue B to show cause why the structure located on the premises should not be condemned and demolished.

**SUMMARY:**

This property has been cited for numerous code enforcement violations for several years. In 2018, the owner applied for a demolition permit but it was never issued as the contractor was not registered. Due to continued deterioration of the structure and no action taken by the owner, a condemnation case was initiated on May 30, 2019.

**RECOMMENDATION:**

Staff recommends the City Commission approve Resolution No. 20-R09 declaring that the structure located at 913 Avenue B be condemned and demolished in accordance with the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

**ALTERNATIVES:**

Amend Resolution No. 20-R09

Deny Resolution No. 20-R09

**RESPONSIBLE STAFF:**

Margaret M. Arraiz, Code Compliance Manager

**COORDINATED WITH:**

Building Department

City Attorney's Office

---

**Fiscal Impact**

**Budgeted Y/N:** Y

**Fiscal Year:** 2020

**OTHER INFORMATION:**

The cost of demolition, if required to be conducted by the City, will be funded by the Clean & Safe Initiative and shall become a lien against the property.

---

**Attachments**

Resolution 20-R09

Affidavit of Unsafe Building

Property Maintenance Inspection Report

SeeClickFix Complaint

Certified Mail

Photos from 2-2019

Notice of Hearing

Photos 1-2020

Presentation

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	12/05/2019 09:26 AM
City Manager	Nick Mimms	01/23/2020 10:50 AM
Form Started By: Peggy Arraiz		Started On: 12/05/2019 09:19 AM
Final Approval Date: 01/23/2020		

**RESOLUTION NO. 20-R09**

A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT **913 AVENUE B** IN FORT PIERCE, FLORIDA 34950 IS UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE **SHALL BE CONDEMNED AND DEMOLISHED**; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD AND ARE RESPONSIBLE FOR THE REMOVAL OF THE BUILDING OR STRUCTURE; AND ORDERING THE CITY OF FORT PIERCE TO PROCEED WITH SUCH REMOVAL AND PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF COMPLETED BY THE CITY OF FORT PIERCE; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, The Charter for the City of Fort Pierce, Florida provides the City Commission the authority to declare a building or structure unsafe and require its removal or destruction; and

**WHEREAS**, a public hearing was held before the City Commission on this date, February 3, 2020, to determine if the building or structure located at 913 Avenue B, Fort Pierce, Florida 34950 is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community; and

**WHEREAS**, all parties with interest to the property were properly provided notice of the hearing and given the opportunity to show cause why the structure should not be condemned;

**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:

913 AVENUE B

BENJ HOGG'S ADDN BLK J LOTS 16 AND17 (MAP 24/10D) (OR 953-1835; 3028-175; 3107-1810)

Parcel ID: 2410-604-0167-000/7

is unsafe and a nuisance that constitutes a menace to the business, health and safety of the community and shall be condemned in accordance with the Charter of the City of Fort Pierce and order its removal by demolition in accordance with the time frames and regulations outlined in the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

**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, were provided the opportunity to be heard and to show cause why said building or structure should not be condemned and its removal or destruction required.

ROOSEVELT NELSON (TR)  
1502 AVENUE O  
FT PIERCE, FL, 34950

**SECTION 3.** The hereinbefore named persons, firms, or corporations are responsible for the removal or demolition of the building or structure and should such parties fail to demolish the building or structure as required by order of the City Commission, the City of Fort Pierce shall provide for its removal or destruction, the cost of which shall constitute a lien upon said property.

**SECTION 4.** The hereinbefore named persons, firms, or corporations shall have the right to appeal this resolution to the Circuit Court of St. Lucie County, within thirty (30) days of the effective date of this resolution pursuant to the Florida Rules of Appellate Procedure.

**SECTION 5.** A certified copy of this resolution shall be mailed by registered or certified mail to the hereinbefore named persons, firms, or corporations, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Linda Hudson, Mayor

ATTEST:

\_\_\_\_\_  
Linda Cox, City Clerk

(SEAL)

Approved as to Form  
And Correctness:

\_\_\_\_\_  
Peter J. Sweeney, Esq.  
City Attorney



**Notice of Unsafe Building  
 Affidavit**

Case#: 19-1371  
 Property Address: 913 AVENUE B  
 Tax ID#: 2410-604-0167-000/7  
 Legal Description: BENJ HOGG'S ADDN BLK J LOTS 16 AND 17 (MAP 24/10D) (OR 953-1835;  
 3028-175; 3107-1810)  
 Owner(s): ROOSEVELT NELSON (TR)  
 1502 AVENUE O  
 FT PIERCE, FL 34950

This AFFIDAVIT certifies that the above property, building, structure or premise is unsafe and the owner(s) of record has been properly served.

5/30/19  
 Date

Margaret M. Arraiz  
 Margaret M. Arraiz, City of Fort Pierce, Florida

*Attachment: Notice of Unsafe Building Letter*

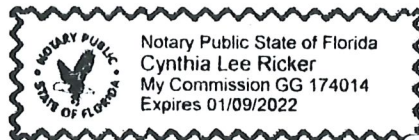
This Affidavit shall remain on file until such time as the condition(s) rendering the building, structure or premise unsafe have been abated.

State of Florida, County of St. Lucie

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May,  
 2019, by Margaret M. Arraiz who is personally known to me.

Cynthia L Ricker  
 Signature of Notary

stamp



JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT  
 SAINT LUCIE COUNTY  
 FILE # 4579084 06/10/2019 01:52:33 PM  
 OR BOOK 4281 PAGE 420 - 423 Doc Type: NOT  
 RECORDING: \$35.50

C0085585



THE SUNRISE CITY

# FORT PIERCE

CODE ENFORCEMENT

Florida

May 30, 2019

Case #: 19-1371

ROOSEVELT NELSON (TR)  
1502 AVENUE O  
FT PIERCE, FL 34950

RE: Address: 913 AVENUE B  
Tax ID #: 2410-604-0167-000/7

Pursuant to the City of Fort Pierce Code of Ordinances and the International Property Maintenance Code (IPMC) s. 108, the property located at the above referenced location has been found to be unsafe and is in violation of the following:

*108.1.3 Structure unfit for human occupancy.*

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

*108.1.5 Dangerous structure or premises.*

For the purpose of this code, any structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

C0085586

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende inglés consiga traducción inmediatamente.  
Atansyon: Dokuman sa impòtan an rapò avek droi è responsablità ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun pòu nou espliké sa tou suit.

### *304.1.1 Unsafe conditions.*

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

### *304.6 Exterior walls.*

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

### *304.7 Roofs and drainage.*

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

### *304.11 Chimneys and towers.*

All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

### *304.13 Window, skylight and door frames.*

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

#### *304.13.1 Glazing.*

All glazing materials shall be maintained free from cracks and holes.

#### *304.13.2 Openable windows.*

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

### 304.15 Doors.

All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3. 304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

### 306.1.1 Unsafe conditions.

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

2. Concrete that has been subjected to any of the following conditions:

2.3. Fractures;

6. Wood that has been subjected to any of the following conditions:

6.1. Ultimate deformation;

6.2. Deterioration;

6.3. Damage from insects, rodents and other vermin;


6.9. Detached, dislodged or failing connections

---

The building, structure, or premise is condemned and shall be demolished within 30 days. The building or structure has been posted with a Condemned placard and ordered vacated to prevent further occupancy until work is completed and the final inspection has been approved. The demolition of the building or structure must fully comply with all local ordinances and the currently adopted Florida Building Code (FBC). If no action has been taken by the legal owner to come into compliance within the time specified, the City may initiate demolition proceedings in accordance with the City of Fort Pierce Charter and all applicable codes, with all costs incurred charged against the owner of record and a lien filed upon such real estate.

Should you have questions regarding this matter, you may contact my office at (772) 467-3720.

Sincerely,



Margaret M. Arraiz  
Code Compliance Manager  
City of Fort Pierce



### Property Maintenance Inspection Report

Property Address	913 Avenue B	Parcel ID #	2410-604-0167-000-7		
House Color	White	# of Units	1	Historic?	
Type of Structure	Single Family Residence	Building Occupied	No	Time to Comply	
Action to be take - Select all that apply					
<input type="radio"/> Unsafe Building - Rehab <input checked="" type="radio"/> Unsafe Building - Demo <input type="radio"/> Nuisance Abatement - Board up					
Inspector	Guillermo "Will" Carbonell	Date	03/06/2019	Property Posted?	No

Comments

- Active Code Cases                       NONE                       Active Building Permit                       NONE
- Lis Pendens check                       Rehab letter sent
- Demo letter sent                       Nuisance letter sent
- Title search done                       Affidavit recorded

Contact Information

Contact Info

Comments



Unsafe structures

108.1.1 - Unsafe structure  
 Lacks adequate protection from fire     Contains unsafe equipment     All or part of building is likely to collapse

108.1.2 - Unsafe equipment  
 Unsafe boiler / heating equipment     Unsafe electrical wiring / device     Unsafe elevator / moving stairway  
 Flammable liquid containers within structure     Other unsafe equipment

108.1.3 - Structure unfit for human occupancy  
 Unsafe or unlawful     Unsanitary / contains filth / contamination     vermin or rat infested  
 lacks illumination     Location of structure constitutes a hazard     lacks ventilation  
 lacks heat     lacks maintenance     lacks sanitary facilities

108.1.4 - Unlawful structure  
 Occupied by more persons than permitted     Erected, altered or occupied contrary to law

108.1.5 - Dangerous structure or premises  
 (1) Any door, aisle, passageway, stairway, or exit that does not comply to requirements for exiting the building  
 (2) The walking surface of means of egress is so warped, worn, loose, torn or otherwise unsafe to provide means of egress.  
 (3) Any portion of a structure damaged by fire, wind, flood, earthquake, deterioration, neglect, abandonment, vandalism or any other cause that it is likely to partially or completely collapse, or to become detached or dislodged.  
 (4) Any portion of a building, appurtenance or ornamentations that is not of sufficient strength or stability, or is not so anchored or attached to be capable of resisting natural or artificial loads of one and one-half the original designed value.  
 (5) The structure or part of structure because of dilapidation, deterioration, decay, faulty construction, the removal or movement of ground necessary for support or any other reason is likely to collapse or under pining is likely to fail or give way.  
 (6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.  
 (7) The structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance.  
 (8) Any structure that exists or has been maintained in violation of any specific requirement or prohibition to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.  
 (9) Any structure intended to be used for dwelling purposes, due to inadequate maintenance, dilapidation, decay, damage, faulty construction, inadequate light, ventilation, mechanical or plumbing system is determined to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.  
 (10) Any structure, due to lack of sufficient fire resistance rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause is determined to be a threat to life or health.  
 (11) Any portion of a building remains on a site after the demolition of the structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Comments

Section 302 - Exterior property areas

Section 303 - Swimming Pools, Spas and Hot Tubs

Section 304 - Exterior Structure

304.1 - General - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

304.1.1 - Unsafe conditions - The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.



- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.  |
| <input checked="" type="checkbox"/> | 3. Structures or components thereof that have reached their limit state.   |
| <input checked="" type="checkbox"/> | 4. Siding and masonry joints are not maintained, weather resistant or water tight.   |
| <input checked="" type="checkbox"/> | 5. Structural members that have evidence of deterioration or cannot safely support all nominal loads and load effects.   |
| <input type="checkbox"/>            | 6. Foundation systems that are not firmly supported by footings, are not plumb without cracks and breaks and are not properly anchored or cannot support all nominal loads and resisting all load effects.   |
| <input type="checkbox"/>            | 7. Exterior walls that are not anchored to supporting elements or are not plumb or free from holes, cracks, breaks or loose or rotting materials, are not properly anchored and not able of supporting all nominal loads and resisting load effects. |
| <input checked="" type="checkbox"/> | 8. Roofing that have defects that admit rain, roof surfaces with inadequate drainage, or any portion that is not in good repair with signs of deterioration, fatigue or without property anchorage and incapable of supporting all nominal loads.    |
| <input type="checkbox"/>            | 9. Flooring with defects that affect serviceability or that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.                                       |
| <input checked="" type="checkbox"/> | 10. Veneer, cornices, belt courses, corbels, trim, wall facings not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting load effects.  |
| <input type="checkbox"/>            | 11. Overhang extensions or projections including trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or anchored with connections unable to support all nominal loads.                |
| <input type="checkbox"/>            | 12. Exterior stairs, decks, porches, balconies and all attachments such as guards and handrails are not structurally sound, not properly anchored or anchored with connections unable to support all nominal loads and resisting all load effects.   |
| <input type="checkbox"/>            | 13. Chimneys, cooling towers, smokestacks not properly anchored or that are anchored with connections unable to support all nominal loads and resisting all load effects.  |

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | 304.2 - Protective Treatment - Exterior surfaces, including doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior surfaces shall be protected from elements and decay by painting or other protective treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion. |
| <input type="checkbox"/>            | 304.3 - Address identification - Buildings shall be provided with approved address identification that are legible and placed to be visible from the street fronting the property. They must contrast with their background, be numerical and a minimum of 4" tall.  |
| <input type="checkbox"/>            | 304.4 - Structural members - Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.  |
| <input type="checkbox"/>            | 304.5 - Foundation walls - Foundation walls shall be maintained plumb and free from cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.   |
| <input checked="" type="checkbox"/> | 304.6 - Exterior walls - Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.  |
| <input checked="" type="checkbox"/> | 304.7 - Roofs and drainage - The roof and flashing shall be sound, tight and not have defects that admit rain. Drainage must prevent dampness or deterioration in the walls or interior portion of the structure. Drains, gutters and downspouts must be in good repair and free from obstruction. Roof water shall not be discharged in a manner that creates a public nuisance.  |
| <input type="checkbox"/>            | 304.8 - Decorative features - Cornices, belt courses, corbels, terra cotta trim, wall facing and similar decorative features shall be in good repair with proper anchorage and in safe condition.  |
| <input type="checkbox"/>            | 304.9 - Overhang extensions - Overhang extensions including canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be in good repair and properly anchored and kept in sound condition. All exposed surfaces of metal or wood shall be protected from the elements with weather coating material such as paint or similar surface treatment.   |
| <input type="checkbox"/>            | 304.10 - Stairways, decks, porches and balconies - Every exterior stairway, deck, porch and balcony shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.  |
| <input checked="" type="checkbox"/> | 304.11 - Chimneys and towers - Chimneys, cooling towers, smoke stacks, shall be structurally safe and sound and in good repair. Exposed surfaces shall be protected by paint or similar surface treatment.   |
| <input type="checkbox"/>            | 304.12 - Handrails and guards - Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.  |



- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | 304.13 - Window, skylight and door frames - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.   |
| <input checked="" type="checkbox"/> | 304.13.1 - Glazing - Glazing materials shall be maintained free from cracks or holes.   |
| <input checked="" type="checkbox"/> | 304.13.2 - Openable windows - Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.   |
| <input type="checkbox"/>            | 304.14 - Insect screens - Every door, window and other outside opening required for ventilation or food preparation areas shall have tightly fitting screens of minimum 16 mesh per inch and every screen door must have self closing device in good working condition. |
| <input checked="" type="checkbox"/> | 304.15 - Doors - Exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door.  |
| <input type="checkbox"/>            | 304.18 - Building security - Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.  |
| <input type="checkbox"/>            | 304.18.1 - Doors - Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall have a dead bolt designed to open from the inside without a key.  |
| <input type="checkbox"/>            | 304.18.2 - Windows - Operable windows located within 6 ft. above the ground that provides access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.                               |
| <input type="checkbox"/>            | 304.19 - Gates - Exterior gates, gate assemblies, operator systems and hardware shall be maintained in good condition.  |

Comments

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Section 305 - Interior Structure       |
| <input checked="" type="checkbox"/> | Section 306 - Component Serviceability |



<input type="checkbox"/>	306.1 - General - The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.
<input type="checkbox"/>	306.1.1 Unsafe Conditions - Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the IBC or the IEBC as required for existing buildings.
<input type="checkbox"/>	1. Soils that have been subjected to any of the following conditions:
<input type="checkbox"/>	1.1 Collapse of footing or foundation.
<input type="checkbox"/>	1.2 Damage to footing, foundation, concrete or other structural element due to soil expansion
<input type="checkbox"/>	1.3 Adverse effects to the design strength of footing, foundation concrete or other structural element due to a chemical reaction from the soil.
<input type="checkbox"/>	1.4 Inadequate soil as determined by a geotechnical investigation.
<input type="checkbox"/>	1.5 Where the allowable bearing capacity of the soil is in doubt.
<input type="checkbox"/>	1.6 Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
<input checked="" type="checkbox"/>	2. Concrete that has been subjected to any of the following conditions:
<input type="checkbox"/>	2.1 Deterioration
<input type="checkbox"/>	2.2 Ultimate deformation
<input checked="" type="checkbox"/>	2.3 Fractures
<input type="checkbox"/>	2.4 Fissures
<input type="checkbox"/>	2.5 Spalling
<input type="checkbox"/>	2.6 Exposed reinforcement
<input type="checkbox"/>	2.7 Detached, dislodged or failing connections
<input type="checkbox"/>	3. Aluminum that has been subjected to any of the following conditions:
<input type="checkbox"/>	3.1 Deterioration
<input type="checkbox"/>	3.2 Corrosion
<input type="checkbox"/>	3.3 Elastic deformation
<input type="checkbox"/>	3.4 Ultimate deformation
<input type="checkbox"/>	3.5 Stress or strain cracks
<input type="checkbox"/>	3.6 Joint fatigue



3.7 Detached, dislodged or failing connections

4. Masonry that has been subjected to any of the following:

4.1 Deterioration

4.2 Ultimate deformation

4.3 Fractures in masonry or mortar joints

4.4 Fissures in masonry or mortar joints

4.5 Spalling

4.6 Exposed reinforcement

4.7 Detached, dislodged or failing connections

5. Steel that has been subjected to any of the following conditions:

5.1 Deterioration

5.2 Elastic deformation

5.3 Ultimate deformation

5.4 Metal fatigue

5.5 Detached, dislodged or failing connections

6. Wood that has been subjected to any of the following conditions:

6.1 Ultimate deformation

6.2 Deterioration

6.3 Damage from insects, rodents and other vermin

6.4 Fire damage beyond charring

6.5 Significant splits and checks

6.6 Horizontal shear cracks

6.7 Vertical shear cracks

6.8 Inadequate support

6.9 Detached, dislodged or failing connections

6.10 Excessive cutting and notching

Comments

Section 307 - Handrails and guardrails

Section 308 - Rubbish and garbage

Section 309 - Pest Elimination

Section 404 - Occupancy Limits

Section 502 - Required facilities

Section 503 - Toilet Rooms

Section 504 - Plumbing systems and fixtures

Section 505 - Water system

Section 506 - Sanitary drainage system

Section 507 - Storm drainage



THE SUNRISE CITY  
**FORT PIERCE**  
CODE ENFORCEMENT  
*Florida*



- Section 601 - Mechanical - General
- Section 602 - Heating facilities
- Section 603 - Mechanical equipment
- Section 604 - Electrical Facilities
- Section 605 - Electrical equipment
- Section 606 - Elevators, escalators and dumbwaiters
- Section 607 - Duct systems
- Section 701 - General fire safety requirements
- Section 702 - Means of egress
- Section 703 - Fire resistance ratings
- Section 704 - Fire protection systems

Additional Comments

0



#5349664 (<https://seeclickfix.com/issues/5349664>)

### Code Enforcement - General

913 Ave B Fort Pierce, Florida

Created Date:  
02/01/2019 4:45 PM

#### Details

The house is falling apart, broken windows, siding falling off, porch broken, fencing falling down and in generally in very poor condition

*This request has no associated secondary questions.*

1 2

### Comments

- All
- Public Only
- Internal Only



An anonymous SeeClickFix user | Registered User  
Opened

Category:  
**Code Enforcement - General**

[Recategorize](#)

Status:  
**Open**

[Change Status](#)

Assigned to:  
**You**

[Assign](#)

Due Date:

[Change Due Date](#)

Priority:  
**Normal**

[Prioritize](#)



[\(https://seeclickfix.com/\)](https://seeclickfix.com/)

### Status Log

Opened:

02/01/2019 4:45 PM

The house is falling apart, broken windows, siding falling off, porch broken, fencing falling down and in generally in very poor condition

02/01/2019 4:45 PM



<https://seeclickfix.com/users/1507286> | Verified Official  
Assignment

Fort Pierce Works Action Center assigned this issue to Code Compliance Department

02/01/2019 4:45 PM



[Code Compliance Department](https://seeclickfix.com/users/1390979) | Verified Official  
Assignment

Code Compliance Department assigned this issue to Code Enforcement-2

02/04/2019 8:54 AM

Insert Prepared Content

Add a public comment..

Add a Photo

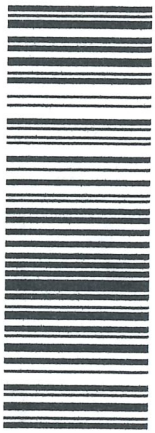
Public  Internal

Post



THE SUNRISE CITY  
**FORT PIERCE**  
 CODE ENFORCEMENT &  
 ANIMAL CONTROL  
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 0001403970 JUN 04, 2019

ROOSEVELT NELSON (TR)  
 1502 AVENUE O  
 FT PIERCE, FL 34950

4/2  
 6/6

NIXIE 331 DE 1 0006730/19

RETURN TO SENDER  
 UNCLAIMED  
 UNABLE TO FORWARD

34954-1480  
 34954-1480

BC: 34954148080 \*2287-04285-04-42



6/11/19

AVE B









02/11/2019 10:43



02/11/2019 10:44







THE SUNRISE CITY  
**FORT PIERCE**  
 CITY CLERK'S OFFICE

*Florida*

January 7, 2020

CERTIFIED MAIL – RETURN RECEIPT REQUESTED  
 AND FIRST CLASS REGULAR MAIL

ROOSEVELT NELSON (TR)  
 1502 AVENUE O  
 FT PIERCE, FL, 34950

Dear Interested Party:

Pursuant to Resolution 20-R02, certified copy enclosed, there will be a Public Hearing before the City Commission of the City of Fort Pierce, Florida, at their meeting which begins at 6:30 p.m. on Monday, February 3, 2020 in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, allowing interested parties to show cause as to why the building or structure located at **913 AVENUE B**, should not be condemned and its removal or destruction required. Parcel ID: 2410-604-0167-000/7

All interested parties are invited to attend this meeting and be heard.

Very truly yours,

*Linda W. Cox*

Linda W. Cox  
 City Clerk

cc: Peggy Arraiz, Code

U.S. Postal Service™  
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Total Postage		

Sent To: ROOSEVELT NELSON (TR)  
 1502 AVENUE O  
 FT PIERCE, FL, 34950

PS Form 3800, June 2002 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 ROOSEVELT NELSON (TR)  
 1502 AVENUE O  
 FT PIERCE, FL, 34950

2. Article Number (Transfer from service label)  
 7004 2890 0003 9385 9180

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee

B. Received by (Printed Name) \_\_\_\_\_

C. Date of Delivery 1-10-20

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below: \_\_\_\_\_

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt



01/22/2020 01:49 PM



01/22/2020 01:50 PM



01/22/2020 01:50 PM



01/22/2020 01:50 PM



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01/22/2020 01:49 PM

# CITY OF FORT PIERCE

913 Avenue B

Condemnation & Demolition

Hearing



# History

- ▶ Property was originally condemned in 1995 (prior owner)
- ▶ Since 1995, the property has been cited multiple times for property maintenance, fence maintenance, lot clearing and securing the property.
- ▶ Mr. Nelson communicated often with staff, usually addressing the violations.
- ▶ In 2018, Mr. Nelson applied for a demolition permit in response to a code violation, however, the contractor was not licensed and the application was voided due to no action being taken.
- ▶ Mr. Nelson has not communicated with staff regarding the current demolition.

# Current Status

- ▶ A Property Maintenance Inspection Report (PMIR) was completed by Will Carbonell, Building Inspector, on 3/6/2019.
- ▶ Due to unsafe conditions of the property, he recommends demolition of the structure.

Property Maintenance Inspection Report			
Property Address	913 Avenue B	Parcel ID #	2410-604-0167-000-7
House Color	White	# of Units	1
		Historic?	
Type of Structure	Single Family Residence	Building Occupied	No
		Time to Comply	
Action to be take - Select all that apply			
<input type="radio"/> Unsafe Building - Rehab			
<input checked="" type="radio"/> Unsafe Building - Demo			
<input type="radio"/> Nuisance Abatement - Board up			
Inspector	Guillermo "Will" Carbonell	Date	03/06/2019
		Property Posted?	No

# Notice

- ▶ The Notice of Unsafe Building was sent certified mail and a signed return receipt was returned unclaimed.
  - ▶ Owner - June 4, 2019
- ▶ The Notice of Unsafe Building was then sent regular mail. The letter was not returned.
  - ▶ Owner - October 22, 2019

# Response from owner

- ▶ No contact has been received from the owner regarding the condemnation.
- ▶ On 1/22/2020, Ben Bryan made inquiries regarding the matter and obtained copies of the file to bring back to Mr. Nelson. During the conversation, directions for how to address the demolition were discussed.

# Property Status Statement

Description	Status	Notes:
<b>Homestead Status</b>	Non-homesteaded	Confirmed with Property Appraiser and Tax Collector on 1/22/2020
<b>Occupancy</b>	Not occupied – vacant	
<b>Prior attempts by owner to remedy violation</b>	Permit # 18-407 (voided)	Contractor was not licensed.
<b>Additional code enforcement activity at the property</b>	Multiple violations for property maintenance, fence maintenance and lot clearing.	
<b>Historic Property</b>	No	Confirmed by Maria Lewicka on 12/5/2019.
<b>Utilities</b>	None	Confirmed by FPUA on 1/23/2020
<b>Building Permits</b>	None active	Confirmed by Shaun Coss on 1/22/2020
<b>Title Search Completed</b>	Requested	Waiting on results



01/22/2020 01:50 PM



01/22/2020 01:52 PM



01/22/2020 01:48 PM





01/22/2020 01:50 PM



01/22/2020 01:51 PM



01/22/2020 01:49 PM

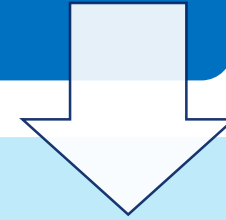
# Action by the City Commission

- ▶ If sufficient evidence was presented by the City to support its recommendation to condemn the structure and order its removal, the Commission may adopt Resolution No. 20-R09.
- ▶ If evidence was presented that supports staff's request for condemnation, but is not sufficient to support its removal, the Commission may amend Resolution No. 20-R09.
- ▶ If the City did not present sufficient evidence to support its recommendation to condemn the structure and order its removal, the Commission may choose not to adopt Resolution No. 20-R09.

# Next Steps

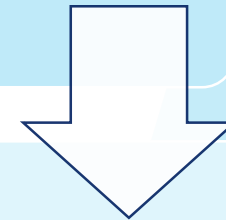
## Notice provided to owner of Commission's decision

- They have THIRTY (30) days to appeal.
- Appeal is heard by the Circuit Court.



## Final Notice

- Sent to all parties providing fifteen (15) days to demolish.
- This is not an opportunity to appeal - just to take action to remedy the situation.



## Demolition

- City vendor demolishes structure.
- Lien for costs assessed against the property.

Questions?

**City Commission Regular Meeting**

**12. b.**

**Meeting Date:** 02/03/2020

**Re:** Ordinance 20-001 - Amend Chapter 2, Article XIII - Municiple Code Enforcement

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

---

**SUBJECT:**

Legislative Hearing - Ordinance No. 20-001 amending Chapter 2 - Administration, Article XIII - Municipal Code Enforcement. SECOND READING

**SUMMARY:**

This ordinance amends Chapter 2, Article XIII by incorporating the enforcement procedures as stated in Chapter 162, Florida Statutes. It also amends the classes of violations so that all violations of the City codes and ordinances are a Class I violation by default and only specific codes are provided in the chart of violations will be addressed as a Class II or Class III violation.

**RECOMMENDATION:**

Approve the amendment as proposed.

**ALTERNATIVES:**

Deny the amendment as proposed.  
Amend the proposed amendment.

**RESPONSIBLE STAFF:**

Margaret M. Arraiz, Code Compliance Manager

**COORDINATED WITH:**

Legal Department

---

**Fiscal Impact**

**OTHER INFORMATION:**

None

---

**Attachments**

Presentation  
Ordinance No. 20-001  
Proof of Publication

---

**Form Review**

**Inbox**

City Manager

Form Started By: Peggy Arraiz

**Reviewed By**

Nick Mimms

**Date**

01/15/2020 09:15 AM

Started On: 01/07/2020 03:48 PM

Final Approval Date: 01/22/2020

# CHAPTER 2

# ORDINANCE

# AMENDMENT



244. - Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no special magistrate shall have the power to initiate such enforcement proceedings.

(b) **All enforcement procedures and proceedings shall comply with Chapter 162, Florida Statutes as amended.**

Sec. 2-246. - Powers.

The special magistrate shall have the power to:

(1) Adopt rules for the conduct of special magistrate hearings;

(2) Subpoena alleged violators and witnesses to special magistrate hearings.

Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;

(3) Subpoena evidence;

(4) Take testimony under oath;

(5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.

Sec. ~~2-251~~ 2-247. - Provisions of article supplemental.

Nothing contained in this article shall prohibit the city commission from enforcing its codes by any other means. It is the legislative intent of this article to provide an additional or supplemental means of obtaining compliance with local codes.

Sec. 248 – Sec. 251. – Reserved

## Sec. 2-260. - Classes of violations

(b) Violations of the city codes and ordinances which constitute civil infractions for which citations may be issued are ~~as follows:~~ considered a Class I violation except where specifically provided herein:

Chapter or Section	Description	Class
Sec. <del>4-61</del> <u>5-375</u>	Sea Turtle Lighting	II
Sec. 8.5	Minimum occupancy standards for residential dwellings	III
Ch. 9	Occupational License – not otherwise specified	II
<u>Ch. 11.5</u>	<u>Adult Entertainment</u>	<u>III</u>
Sec. 11-10	Storage of scraps and waste	II
Sec. 11-11	Storage of commodity in vehicle	II
Sec. 11-30	Refrigerators and Iceboxes; safety regulations	III
Sec. 11-39	Exhibiting obscene pictures or papers	II
Ch. 15	Signs	II
Sec. 16-22	Littering / dumping prohibited	II
Sec. 16-27	Bulk trash removal; residential	II
Sec. 16-46	Nuisances on property – not otherwise specified	III
Sec. 17-33	Maintenance of Storm Water Facilities	III
Sec. 17-96	Storm Water Discharges Prohibited	III
Sec. 21-54	Using vessel as place of business	II
Ch. 22	Zoning violations – not otherwise specified	II
Sec. 22-60	Parking commercial vehicles in residential areas	III
Sec. 22-79	Compliance with conditions of approval	

## ORDINANCE NO. 20-001

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE XIII – MUNICIPAL CODE ENFORCEMENT; AMENDING SECTION 2-244 – ENFORCEMENT PROCEDURE TO REFERENCE STATE STATUTE 162; DELETING SECTION 2-247 – ADMINISTRATIVE FINES; LIENS; DELETING SECTION 2-248 – DURATION OF LIEN; DELETING SECTION 2-249 – APPEALS; DELETING SECTION 2-250 – NOTICES; RE-NUMBERING SECTION 2-251 PROVISIONS OF ARTICLE SUPPLEMENTAL; AMENDING CHAPTER 2, ARTICLE XIII.5 – SUPPLEMENTAL MUNICIPAL CODE ENFORCEMENT PROCEDURES; AMENDING SECTION 2-260 (B) CLASSES OF VIOLATIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, in October 2000, pursuant to the authority granted by Sections 162.21-162.23 Florida Statutes, the City of Fort Pierce, Florida adopted Article XIII.5 of Chapter 2 of the Code of Ordinances of the City of Fort Pierce, Florida which provides procedures for additional and supplemental means of enforcing the codes and ordinances of the City of Fort Pierce, Florida, which has been further amended periodically; and

**WHEREAS**, in June 2017, The Special Magistrate was granted the jurisdiction and authority to hear and to decide alleged violations of the codes and ordinances of the city, and exercise the powers of a code enforcement board as provided in Florida Statute, Chapter 162, and this Code; and

**WHEREAS**, the City Commission of the City of Fort Pierce recognize the need to periodically amend the Code of Ordinances of the City of Fort Pierce to eliminate conflicting provisions; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida;

**SECTION 1.** Chapter 2 - Administration, Article XIII – Municipal Code Enforcement is hereby amended so that same shall read thereafter as follows:

244. - Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no special magistrate shall have the power to initiate such enforcement proceedings.

(b) ~~All enforcement procedures and proceedings shall comply with Chapter 162, Florida Statutes as amended. Except as provided in subsection (c), if a violation of the codes is found, the code inspector shall notify the violator and give such violator a reasonable time to correct the violation. The notice shall be in writing, delivered either through regular mail or by hand delivery of the code inspector. Should the violation continue beyond the time specified for correction, the code inspector shall notify the special magistrate and request a hearing pursuant to the procedure in section 2-245. Written notice shall be mailed to said violator as provided in this article.~~

~~(c) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, the code inspector may proceed directly to the procedure in section 2-245 without notifying the violator.~~

Sec. 2-246. - Powers.

The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of special magistrate hearings;
- (2) Subpoena alleged violators and witnesses to special magistrate hearings. Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;
- (3) Subpoena evidence;
- (4) Take testimony under oath;
- (5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.

~~Sec. 2-247. - Administrative fines; liens.~~

~~The special magistrate, upon notification by the code inspector that a previous order of the special magistrate has not been complied with by the set time, may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists or, if the violator does not own the land, upon any other real or personal property owned by the violator and may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed otherwise to be a judgment of a court except for enforcement purposes. After one year from the filing of any such lien which remains unpaid, the special magistrate may authorize the city attorney to foreclose on the lien.~~

Sec. ~~2-251~~ 2-247. - Provisions of article supplemental.

Nothing contained in this article shall prohibit the city commission from enforcing its codes by any other means. It is the legislative intent of this article to provide an additional or supplemental means of obtaining compliance with local codes.

~~Sec. 2-248. - Duration of lien.~~

~~No lien provided by this article shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.~~

~~Sec. 2-249. - Appeals.~~

~~An aggrieved party, including the local governing body, may appeal a final administrative order of the special magistrate to the circuit court. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.~~

~~Sec. 2-250. - Notices.~~

~~All notices required by this article except as otherwise provided, shall be by certified mail, return receipt requested, or where mail would not be effective, by hand delivery by the code inspector.~~

Sec. 248 – Sec. 251. – Reserved.

**SECTION 2.** Chapter 2, Article XIII.5 Supplemental Municipal Code Enforcement Procedures, Section 2-260(B) of the Code of Ordinances of the City of Fort Pierce are hereby amended so that same shall read hereinafter as follows:

Sec. 2-260. - Classes of violations.

(b) Violations of the city codes and ordinances which constitute civil infractions for which citations may be issued are ~~as follows:~~ considered a Class I violation except where specifically provided herein:

Chapter or Section	Description	Class
Sec. <del>4-61</del> <u>5-375</u>	Sea Turtle Lighting	II
<del>Sec. 5-73</del>	<del>House numbers required</del>	I
<del>Sec. 5-370</del>	<del>Exterior property and landscaping</del>	I
<del>Sec. 5-371</del>	<del>Exterior areas</del>	I
Sec. 8.5	Minimum occupancy standards for residential dwellings	III
Ch. 9	Occupational License – not otherwise specified	II
<del>Sec. 9-80</del>	<del>Street vendors; permit required</del>	I
<del>Sec. 9-82</del>	<del>Seasonal vendors; permit required</del>	I
<del>Sec. 9-335</del>	<del>Garage sales regulations</del>	I
<del>Sec. 10-23</del>	<del>Parking regulations</del>	I
<u>Ch. 11.5</u>	<u>Adult Entertainment</u>	III
Sec. 11-10	Storage of scraps and waste	II
Sec. 11-11	Storage of commodity in vehicle	II
<del>Sec. 11-24</del>	<del>Destruction of public property</del>	I
<del>Sec. 11-26</del>	<del>Distribution of handbills</del>	I
Sec. 11-30	Refrigerators and Iceboxes; safety regulations	III
Sec. 11-39	Exhibiting obscene pictures or papers	II
Ch. 15	Signs	II
Sec. 16-22	Littering / dumping prohibited	II
Sec. 16-27	Bulk trash removal; residential	II
Sec. 16-46	Nuisances on property – not otherwise specified	III
<del>Sec. 16-46 / 48(1)(5)</del>	<del>Nuisance as an Object – outside storage</del>	I
<del>Sec. 16-46 / 48(10)(d)</del>	<del>Nuisance as an Object – disabled vehicles</del>	I
<del>Sec. 16-46 / 48(11)</del>	<del>Nuisance as an Object – outside storage of indoor furniture</del>	I
Sec. 17-33	Maintenance of Storm Water Facilities	III
Sec. 17-96	Storm Water Discharges Prohibited	III
<del>Sec. 20-5</del>	<del>Use of water during drought</del>	I
Sec. 21-54	Using vessel as place of business	II
Ch. 22	Zoning violations – not otherwise specified	II
Sec. 22-60	Parking commercial vehicles in residential areas	III

<del>Sec. 22-71(b)</del>	<del>Arcade / Amusement Centers — design standards</del>	↓
Sec. 22-79	Compliance with conditions of approval	III
<del>Sec. 22-187(11)</del>	<del>Screening of refuse collection areas</del>	↓
<del>Sec. 22.192</del>	<del>Tree removal permit required</del>	↓

**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 and they shall remain in full force and effect, notwithstanding the invalidity of any part hereof.

**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 immediately upon final passage hereof.

**IN WITNESS HERewith**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Linda Hudson, Mayor

ATTEST:

\_\_\_\_\_  
Linda Cox, City Clerk

(SEAL)

Approved as to Form  
And Correctness:

\_\_\_\_\_  
Peter J. Sweeney, Esq.  
City Attorney

# Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune  
1801 U.S. 1, Vero Beach, FL 32960

## AFFIDAVIT OF PUBLICATION

**CITY OF FORT PIERCE**  
100 N. U.S. 1

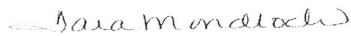
**FORT PIERCE, FL 34950**

STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in 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.

January 11, 2020

Subscribed and sworn to before on January 11, 2020:

  
Notary, State of WI, County of Brown

TARA MONDLOCH  
Notary Public  
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$199.68  
Ad No: 0003990158  
Customer No: 1330884  
PO #:

**This is not an invoice**

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 Tues-  
day, January 21, 2020 and  
Monday, February 3, 2020 on  
first and second readings, re-  
spectively 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. 20-001 - AN  
ORDINANCE AMENDING THE  
CODE OF ORDINANCES OF  
THE CITY OF FORT PIERCE  
FLORIDA; AMENDING CHAP-  
TER 2 - ADMINISTRATION, AR-  
TICLE XIII - MUNICIPAL CODE  
ENFORCEMENT; AMENDING  
SECTION 2-244 - ENFORCE-  
MENT PROCEDURE TO REFER  
ENCE STATE STATUTE 162;  
DELETING SECTION 2-247 -  
ADMINISTRATIVE FINES  
LIENS; DELETING SECTION 2-  
248 - DURATION OF LIEN; DE-  
LETING SECTION 2-249 - AP-  
PEALS; DELETING SECTION 2-  
250 - NOTICES; RE-  
NUMBERING SECTION 2-251  
PROVISIONS OF ARTICLE SUP-  
PLEMENTAL; AMENDING  
CHAPTER 2, ARTICLE XIII.5 -  
SUPPLEMENTAL MUNICIPAL  
CODE ENFORCEMENT PROCE-  
DURES; AMENDING SECTION  
2-260 (B) CLASSES OF VIOLA-  
TIONS; PROVIDING FOR A  
SEVERABILITY CLAUSE  
REPEALING ORDINANCES OR  
PARTS THEREOF IN CONFLICT  
HEREWITH; AND PROVIDING  
FOR AN EFFECTIVE DATE.

ORDINANCE NO. 19-005 - AN  
ORDINANCE BY THE CITY  
COMMISSION AMENDING  
THE CITY OF FORT PIERCE  
CODE OF ORDINANCES TO RE-  
PEAL CHAPTER 5 ARTICLE X  
(A) "FLOOD HAZARD ZONES"  
SECTION 5-315 THROUGH 5-  
329; TO ADOPT A NEW CHAP-  
TER 5 ARTICLE X (A) EN-  
TITLED "FLOODPLAIN MANAGE-  
MENT" SECTION 5-315  
THROUGH 5-329; TO ADOPT  
FLOOD HAZARD MAPS, TO  
DESIGNATE A FLOODPLAIN  
ADMINISTRATOR, TO ADOPT  
PROCEDURES AND CRITERIA  
FOR DEVELOPMENT IN FLOOD  
HAZARD AREAS, AND FOR  
OTHER PURPOSES; TO ADOPT  
TECHNICAL AMENDMENTS TO  
THE FLORIDA BUILDING  
CODE; REPEALING ALL ORDI-  
NANCES AND PARTS THEREOF  
IN CONFLICT; PROVIDING FOR  
SEVERABILITY; AND PROVID-  
ING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 20-002 - AN  
ORDINANCE AMENDING THE  
CODE OF ORDINANCES OF  
THE CITY OF FORT PIERCE  
FLORIDA; AMENDING CHAP-  
TER 12 PARKS, RECREATION  
AND SPECIAL EVENTS, ARTI-  
CLE I - GENERAL, SECTION 12-  
101 ENFORCEMENT AND PEN-  
ALTIES BY AMENDING THE TI-  
TLE AND THE ENFORCEMENT  
AUTHORITY, PROVIDING FOR  
A SEVERABILITY CLAUSE  
REPEALING ORDINANCES OR  
PARTS THEREOF IN CONFLICT  
HEREWITH; AND PROVIDING  
FOR AN EFFECTIVE DATE.

All interested parties may ap-  
pear at the meeting and be  
heard with respect to the  
Amendments of the Code of  
Ordinances. Said Ordinances  
will be available for inspec-  
tion 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 PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS 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: 1/11/2020  
TCN3990158

**City Commission Regular Meeting**

**12. c.**

**Meeting Date:** 02/03/2020

**Re:** Ordinance 20-002 - Amend Chapter 12 - Parks

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

---

**SUBJECT:**

Legislative Hearing - Ordinance No. 20-002 amending Chapter 12 Parks, Recreation and Special Events, Article I - General, Section 12-101 Enforcement and Penalties. SECOND READING

**SUMMARY:**

The ordinance amendment authorizes enforcement of Chapter 12 violations through the Code Enforcement process.

**RECOMMENDATION:**

Approve the amendment as proposed.

**ALTERNATIVES:**

Deny the amendment as proposed.  
Amend the proposed amendment.

**RESPONSIBLE STAFF:**

Margaret M. Arraiz, Code Compliance Manager

**COORDINATED WITH:**

Legal Department

---

**Fiscal Impact**

**OTHER INFORMATION:**

None

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**Attachments**

Presentation  
Ordinance No. 20-002  
Proof of Publication

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
City Manager	Peggy Arraiz	01/07/2020 03:56 PM
City Manager	Nick Mimms	01/10/2020 08:43 AM
Form Started By: Peggy Arraiz		Started On: 01/07/2020 03:25 PM
Final Approval Date: 01/22/2020		

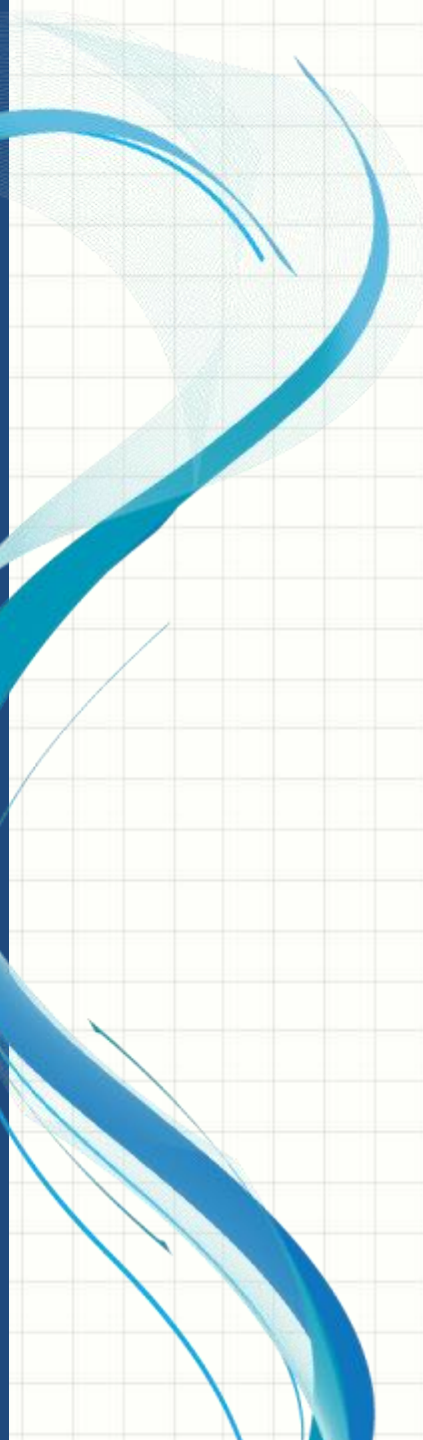


# CHAPTER 12

# ORDINANCE

# AMENDMENT





Sec. 12-101. – Enforcement ~~and penalties.~~

- (a) The police department's officers, code enforcement officers, and any other city employees designated by the city manager shall enforce this chapter.
- (b) Any city employee authorized to enforce this chapter, as provided herein, has the authority to eject from a park or public facility any person in violation of this chapter or any other law.
- (c) Any person who violates any provision of this chapter **shall be subject to municipal enforcement as set forth in Chapter 2, Article XIII and Article XIII.5 of the Code of Ordinances of the City of Fort Pierce** ~~for which another penalty is not specifically provided herein, shall be subject to penalty as provided in Section 1-5 of the City Code.~~

**ORDINANCE NO. 20-002**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 12 PARKS, RECREATION AND SPECIAL EVENTS, ARTICLE I - GENERAL, SECTION 12-101 ENFORCEMENT AND PENALTIES BY AMENDING THE TITLE AND THE ENFORCEMENT AUTHORITY, PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Code of Ordinances of the City of Fort Pierce were originally drafted in 1960 and periodically amended by the City Commission as the needs of the community changed; and

**WHEREAS**, such amendments that have been adopted by the City Commission often provide for conflicting or unclear methods of enforcement; and

**WHEREAS**, it is the desire of the City of Fort Pierce to provide the citizens of the City of Fort Pierce with uniform and consistent enforcement of the Code of Ordinances of the City of Fort Pierce; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida;

**SECTION 1.** Chapter 12 – Parks, recreation and special events, Article I – General, Section 12-101 - Enforcement and penalties of the Code of Ordinances of the City of Fort Pierce is hereby amended so that same shall read hereinafter as follows:

Sec. 12-101. – Enforcement ~~and penalties~~.

(a) The police department's officers, code enforcement officers, and any other city employees designated by the city manager shall enforce this chapter.

(b) Any city employee authorized to enforce this chapter, as provided herein, has the authority to eject from a park or public facility any person in violation of this chapter or any other law.

(c) Any person who violates any provision of this chapter shall be subject to municipal enforcement as set forth in Chapter 2, Article XIII and Article XIII.5 of the Code of Ordinances of the City of Fort Pierce for which another penalty is not specifically provided herein, shall be subject to penalty as provided in Section 1-5 of the City Code.

**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 and they shall remain in full force and effect, notwithstanding the invalidity of any part hereof.

**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 hereof.

**IN WITNESS HEREWITH**, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

Linda Hudson, Mayor

ATTEST:

---

Linda Cox, City Clerk

(SEAL)

Approved as to Form  
And Correctness:

---

Peter J. Sweeney, Esq.  
City Attorney

# Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune  
1801 U.S. 1, Vero Beach, FL 32960  
**AFFIDAVIT OF PUBLICATION**

**CITY OF FORT PIERCE**  
100 N. U.S. 1

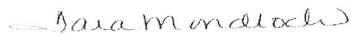
**FORT PIERCE, FL 34950**

STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in 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.

January 11, 2020

Subscribed and sworn to before on January 11, 2020:

  
Notary, State of WI, County of Brown

TARA MONDLOCH  
Notary Public  
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$199.68  
Ad No: 0003990158  
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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 Tues-  
day, January 21, 2020 and  
Monday, February 3, 2020 on  
first and second readings, re-  
spectively 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. 20-001 - AN  
ORDINANCE AMENDING THE  
CODE OF ORDINANCES OF  
THE CITY OF FORT PIERCE  
FLORIDA; AMENDING CHAP-  
TER 2 - ADMINISTRATION, AR-  
TICLE XIII - MUNICIPAL CODE  
ENFORCEMENT; AMENDING  
SECTION 2-244 - ENFORCE-  
MENT PROCEDURE TO REFER  
ENCE STATE STATUTE 162;  
DELETING SECTION 2-247 -  
ADMINISTRATIVE FINES  
LIENS; DELETING SECTION 2-  
248 - DURATION OF LIEN; DE-  
LETING SECTION 2-249 - AP-  
PEALS; DELETING SECTION 2-  
250 - NOTICES; RE-  
NUMBERING SECTION 2-251  
PROVISIONS OF ARTICLE SUP-  
PLEMENTAL; AMENDING  
CHAPTER 2, ARTICLE XIII.5 -  
SUPPLEMENTAL MUNICIPAL  
CODE ENFORCEMENT PROCE-  
DURES; AMENDING SECTION  
2-260 (B) CLASSES OF VIOLA-  
TIONS; PROVIDING FOR A  
SEVERABILITY CLAUSE  
REPEALING ORDINANCES OR  
PARTS THEREOF IN CONFLICT  
HEREWITH; AND PROVIDING  
FOR AN EFFECTIVE DATE.

ORDINANCE NO. 19-005 - AN  
ORDINANCE BY THE CITY  
COMMISSION AMENDING  
THE CITY OF FORT PIERCE  
CODE OF ORDINANCES TO RE-  
PEAL CHAPTER 5 ARTICLE X  
(A) "FLOOD HAZARD ZONES"  
SECTION 5-315 THROUGH 5-  
329; TO ADOPT A NEW CHAP-  
TER 5 ARTICLE X (A) EN-  
TITLED "FLOODPLAIN MANAGE-  
MENT" SECTION 5-315  
THROUGH 5-329; TO ADOPT  
FLOOD HAZARD MAPS, TO  
DESIGNATE A FLOODPLAIN  
ADMINISTRATOR, TO ADOPT  
PROCEDURES AND CRITERIA  
FOR DEVELOPMENT IN FLOOD  
HAZARD AREAS, AND FOR  
OTHER PURPOSES; TO ADOPT  
TECHNICAL AMENDMENTS TO  
THE FLORIDA BUILDING  
CODE; REPEALING ALL ORDI-  
NANCES AND PARTS THEREOF  
IN CONFLICT; PROVIDING FOR  
SEVERABILITY; AND PROVID-  
ING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 20-002 - AN  
ORDINANCE AMENDING THE  
CODE OF ORDINANCES OF  
THE CITY OF FORT PIERCE  
FLORIDA; AMENDING CHAP-  
TER 12 PARKS, RECREATION  
AND SPECIAL EVENTS, ARTI-  
CLE I - GENERAL, SECTION 12-  
101 ENFORCEMENT AND PEN-  
ALTIES BY AMENDING THE TI-  
TLE AND THE ENFORCEMENT  
AUTHORITY, PROVIDING FOR  
A SEVERABILITY CLAUSE  
REPEALING ORDINANCES OR  
PARTS THEREOF IN CONFLICT  
HEREWITH; AND PROVIDING  
FOR AN EFFECTIVE DATE.

All interested parties may ap-  
pear at the meeting and be  
heard with respect to the  
Amendments of the Code of  
Ordinances. Said Ordinances  
will be available for inspec-  
tion 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 PROCEEDING IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS 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: 1/11/2020  
TCN3990158

**City Commission Regular Meeting**

**13. a.**

**Meeting Date:** 02/03/2020

**Re:** PCAC Appointment

**Submitted For:** Linda Cox, City Clerk, City Clerk

---

**SUBJECT:**

Resolution 20-R08 appointing Derrick Gibbons to the Police Community Advisory Committee as Commissioner Perona's appointee.

**SUMMARY:**

Commissioner Perona's original appointee missed several meetings so a replacement is necessary.

**RECOMMENDATION:**

Adopt Resolution 20-R08

**ALTERNATIVES:**

Proceed as directed by City Commission

**RESPONSIBLE STAFF:**

Linda W. Cox, City Clerk

**COORDINATED WITH:**

Commissioner Tom Perona

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**Fiscal Impact**

**OTHER INFORMATION:**

No fiscal impact.

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**Attachments**

20-R08

Derrick Gibbons Application

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**Form Review**

**Inbox**

City Manager

Form Started By: Linda Cox

Final Approval Date: 01/22/2020

**Reviewed By**

Nick Mimms

**Date**

01/22/2020 09:14 AM

Started On: 01/16/2020 09:46 AM

**RESOLUTION NO. 20-R08**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF DERRICK GIBBONS TO THE POLICE COMMUNITY ADVISORY COMMITTEE**; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission established the Police Community Advisory Committee via Resolution No. 18-R32 and amended by Resolution No. 18-R37; and

**WHEREAS**, the City Commission adopted Resolution 18-R42 appointing members to the Police Community Advisory Committee; and

**WHEREAS**, Commissioner Perona's appointee missed several meetings and it was determined that a replacement was needed.

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida, that **Derrick Gibbons** replace Henry Duhart as Commissioner Perona's appointee on the Police Community Advisory Committee; said term to commence upon adoption of this resolution and to expire February 3, 2022, or when a successor has been duly appointed.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective upon adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 3<sup>rd</sup> day of February, 2022.

\_\_\_\_\_  
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

\_\_\_\_\_  
LINDA W. COX, CITY CLERK

(CITY SEAL)

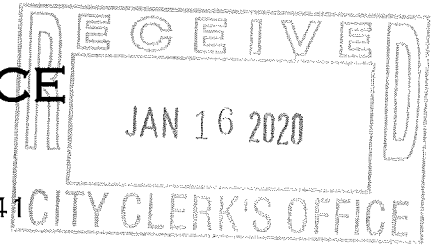
APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
PETER J. SWEENEY  
CITY ATTORNEY



# 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: Police Community Advisory Committee

Name: <u>Derride James Gibbons</u>	Phone: <u>772-370-7275</u>
Home Address: <u>4315 <del>Thousand</del> 1920 Rio Vista Drive</u> City/Zip Code: <u>Fort Pierce 34949</u>	How long at this address? <u>2 yr</u>
Are you a citizen of the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation: <u>Purchasing Specialist</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>KDK Properties - Rental (Commercial)</u>
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Other: Describe your education, background, training and knowledge – (feel free to attach a resume): <u>Bachelor of Science - Business Admin - Minor Spanish</u> <u>Associates Degree - Funeral Science</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: <u>Tom Person</u>	Applicant Email Address: <u>dj.gibbons4315@gmail.com</u>
Date: <u>1-16-20</u>	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 Commission Regular Meeting**

**13. b.**

**Meeting Date:** 02/03/2020

**Re:** YOCO Applications

**Submitted For:** Nick Mimms, City Manager, City Manager

---

**SUBJECT:**

Submittal of applications for Fort Pierce Youth Council

---

**Attachments**

Fort Pierce Youth Council Status Report

Fort Pierce Youth Council Applications

---

**Form Review**

**Inbox**

City Manager

Form Started By: Jennifer Robinson

Final Approval Date: 01/22/2020

**Reviewed By**

Nick Mimms


**Date**


01/15/2020 09:46 AM

Started On: 01/15/2020 09:34 AM



TO : The Honorable Mayor and Members of the City Commission

FROM : Joe Sweat, Marketing Specialist 

THRU : Nicholas C. Mimms, P.E., ICMA-CM, City Manager 

RE : Fort Pierce Youth Council

DATE : January 13, 2020

Fort Pierce Youth Council ("YOCO") is an advisory board of high school students dedicated to assisting the Mayor and City Commission in solving problems and accomplishing goals on behalf of youth in the community. Youth Council gives youth a voice and a chance to identify and solve community issues from a youth perspective. Youth Council members are resources for elected officials to receive advice on issues youth face, especially those decisions that directly affect young people.

The idea of the Youth council was brought to the City Commission on August 8, 2019, seeking a Resolution to form the Youth Council Advisory Board. The City Commission voted to pass the Resolution on October 7, 2019, which prompted the promotion of Youth Council. The promotion of Youth Council was well advertised to our community partners such as Boys and Girls Club, St. Lucie Roundtable and St. Lucie County Schools, and was heavily promoted through the City's social media outlets.

The City Manager's Office received 6 applications. All applicants have been processed through the City Clerk's Office and are ready for review. Unfortunately, only 3 applicants reside in Fort Pierce as set forth by the Resolution. We've received several inquiries from interested students that attend a Fort Pierce high school but live outside of the City's jurisdictional boundaries, and due to time restraints and the desire to move forward with this initiative, we ask that you consider all available applicants.

Please see the attached resolution for the Fort Pierce Youth Council.

## RESOLUTION NO. 19-R43

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ESTABLISHING THE CITY OF FORT PIERCE YOUTH COUNCIL**; RESPONSIBILITIES OF THE COUNCIL, ELECTION OF PRESIDING OFFICER, MEETINGS, AND QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, many municipalities use youth councils to inject fresh ideas and youth perspective into local decision-making; and

**WHEREAS**, a youth council can promote community service and foster a better understanding among young people of how municipal government operates; and

**WHEREAS**, youth councils are an excellent means of promoting civic engagement among young people, which is vitally important to provide the knowledge, skills, and abilities to the next generation of local leaders.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Fort Pierce, Florida as follows:

**SECTION 1.** The City of Fort Pierce hereby creates a citizens committee, to be known as the Fort Pierce Youth Council (YOCO) to advise and make appropriate recommendations to the City Commission regarding special interests pertaining to youth related issues in the City of Fort Pierce.

### **SECTION 2.** Membership and Qualifications: Term of Appointment; Vacancy:

- A. The Committee shall consist of seven (7) members. All members shall have the following qualifications:
1. Members shall be a resident of the City of Fort Pierce;
  2. One member shall be appointed by each member of the City Commission;
  3. Two members shall be appointed at large;
- B. The term of each member of the Committee appointed by an individual City Commission member shall serve a term of one year. At-large members shall serve a term two years.
- C. All Committee members appointed by an individual City Commission member shall serve at the pleasure of the City Commission member who appointed the Committee member.
- D. At-large Committee members shall serve at the pleasure of the majority of the City Commission. A majority is defined as three (3) members of the City Commission.
- E. Committee members shall be automatically removed for lack of attendance. Lack of attendance means failure to attend three (3) consecutive regularly scheduled meetings or failure to attend at least two-thirds of the regularly scheduled meetings during a calendar year. Participation for less than three-fourths of a meeting shall be the same as a failure to attend a meeting. Absences shall be entered into the minutes of the Committee meeting. Absences may not be excused.
- F. Vacancies occurring for any reason during the term of office by a Committee member shall be filled within ninety (90) days from the date of the vacancy.

### **SECTION 3.** Responsibilities and Duties:

The Committee shall act solely in an advisory capacity to the City Commission on matters relating to youth in the community. The Committee shall have the following responsibilities and duties:

1. Provide input to the City Commission on youth related activities.
2. Recommend policies related to youth activities.

3. Provide research on tasks assigned by the City Commission.
4. Educate the public on Commission directed initiatives.
5. Other duties as assigned by the City Commission.

**SECTION 4.** The Committee shall elect one of its members as a Chairperson, one as a Vice Chairperson, and one as a Second Vice Chairperson. Elections shall be held at the first regularly scheduled meeting, or as soon thereafter as practical, after appointment of the Fort Pierce Youth Council. The Chairperson shall preside and conduct meetings to the Fort Pierce Youth Council. The Vice Chairperson shall act in the absence of the Chairperson. In the absence of both the Chairperson and Vice Chairperson, the Second Vice Chairperson shall act as the Chairperson. The term of the Chairperson, Vice Chairperson, and the Second Vice Chairperson shall be for one year.

A vacancy in the office of Chairperson or Vice Chairperson shall be filled at the earliest possible date by the Committee by the election of one of its members to fill the unexpired term.

**SECTION 5.** The Committee shall meet at least once per month unless there is no business to transact by the day before the regular meeting date. Special meetings may be called by the City Manager or as requested by City Commission.

**SECTION 6.** All meetings of the Committee shall be open to the public. City staff shall be responsible for recording minutes for all meetings of the Fort Pierce Youth Council.

Minutes of the meetings and records shall be filed in the appropriate offices of the City and shall be public records.

**SECTION 7.** A majority of the Committee membership shall constitute a quorum for the transaction of business; providing, however, that no official action shall be taken by the Committee without the concurring vote of a majority of all members present at such meeting.

**SECTION 8.** This resolution shall take effect immediately upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been duly adopted this 7<sup>th</sup> day of October 2019.

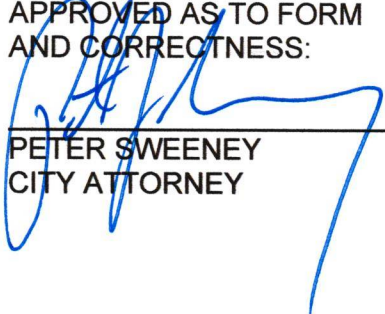
  
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

  
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM  
AND CORRECTNESS:

  
PETER SWEENEY  
CITY ATTORNEY



THE SUNRISE CITY

**FORT PIERCE**  
CITY MANAGER'S OFFICE *Florida*



TO : Linda Cox, City Clerk

FROM : Joe Sweat, Marketing Specialist *JS*

THRU : Nicholas C. Mimms, P.E., City Manager *NCM*

RE : Fort Pierce Youth Council Applications

DATE : January 2, 2020

The deadline for the Fort Pierce Youth Council is complete and applications have been submitted. All applications are ready for review. Please let me know you have any questions.



Received  
NOV 13 2019  
City of Fort Pierce  
City Manager's Office

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

\*Please print neatly in blue or black ink.

Name Bree Kazen Date 11.7.19  
Parent's Name(s) Ashley Kazen  
Home Phone # 772.327.6269 Other Phone Line \_\_\_\_\_  
Address 1110 Hernando St. City Ft. Pierce State FL Zip 34949  
E-mail Address bree.kazen@gmail.com  
School Name: Marine Oceanographic Academy Grade: 11 Age: 16  
Grade Point Average: 3.6

List the extra-curricular activities that you currently take part in:

I am currently involved in my school's competitive tennis team. I am also director of my school's news show, "The Anchor."  
I also work at On the Edge and founder!

List any other organizations or clubs you are currently a member of:

Junior Class MOA Representative on Student Council.  
Leadership student at MOA that runs events, organizations, and recruitment.

Why do you want to be involved in the City of Fort Pierce Youth Council?

I have a lot of wonderful ideas that I would love to execute.

Describe your ideas and goals for this Council and how they can benefit the Community.

A main idea that I plan to advocate for is mental health awareness. This awareness will better the lives of citizens of all ages.

If you could change one thing about this City, what would that be and why?

I would change the number of homeless people in St. Lucie County. This is a topic that I hold dear to my heart, and even simply bringing awareness to the County's youth would be so meaningful.

What are you passionate about?

I am passionate about being a strong leader that does good for all people. I hope to pursue a career in hospitality management where I can spend my life knowing that I am doing good for the people around me.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.

\*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Bree Hazen Student Signature [Handwritten Signature] Date 11.7.19

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

[Handwritten Signature] Parent Signature 11.7.19 Date

\*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at [citymanagersoffice@cityoffortpierce.com](mailto:citymanagersoffice@cityoffortpierce.com)



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

\*Please print neatly in blue or black ink.

Name Grace Fee Date 11/26/2019
Parent's Name(s) Frank H. Fee, IV and Jennifer K. Fee
Home Phone # 772-971-8069 Other Phone Line
Address 2401 Wilderness Dr. South City Fort Pierce State FL Zip 34982
E-mail Address Grace\_Fee@Yahoo.com
School Name: John Carroll Catholic High School Grade: 10 Age: 15
Grade Point Average: 5.18

List the extra-curricular activities that you currently take part in:

Volunteer Treasure Coast Food Bank, Volunteer Maddie's Fight Foundation, Volunteer Little Birthday Angels
John Carroll High Varsity Volleyball, Rampage Juniors Elite 17's Volleyball, Peer Tutor

List any other organizations or clubs you are currently a member of:

JCHS Student Government Sophomore Class Treasurer ; Students Against Destructive Decisions (SADD);
JCHS Anchor Club,

Why do you want to be involved in the City of Fort Pierce Youth Council?

To be apart of a distinct small group of influential youth is inspiring. I would be humbled to offer my voice
and the voice of my peers. I am a proud multigenerational native of Fort Pierce.

Describe your ideas and goals for this Council and how they can benefit the Community.

Mostly, I would hope to serve as a liasion for our City and our school. I hope to foster awareness of oportunites and
positively influence the perception of our great Sunrise City. I am encouraged at the potential impact of this collaboration.

If you could change one thing about this City, what would that be and why?

The prevelance and state of the homeless communities. It is crucial for ALL residents to be considered and
afforded opportunities. We must take care of our own community.

What are you passionate about?

I am most passionate about being a light for others. Whether in the classroom, the court or in the community, I strive
to show others kindness. I believe that my purpose is to positively impact and influence others.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL
34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.

\*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Grace M. Lee Student Signature 26 November 2019 Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

Jennifer A. Lee Parent Signature 11/26/19 Date

\*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at [citymanagersoffice@cityoffortpierce.com](mailto:citymanagersoffice@cityoffortpierce.com)



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

\*Please print neatly in blue or black ink.

Name Keisha Renoird Date 11/28/19  
Parent's Name(s) Marguerite Bellvy  
Home Phone # 772-801-4855 Other Phone Line 772-212-5273 - My Phone Number  
Address 1373 SE Floresta Drive City Port St. Lucie State FL Zip 34983  
E-mail Address keisha.renoird@gmail.com  
School Name: Fort Pierce Central High School Grade: 11th Age: 16  
Grade Point Average: 3.7

List the extra-curricular activities that you currently take part in:

I currently do not do any extra-curricular activities. If dual-enrollment counts, I am a full-time college students.

List any other organizations or clubs you are currently a member of:

I am currently a part of the Coding Club and the Technology Club on Florida Virtual School.

Why do you want to be involved in the City of Fort Pierce Youth Council?

I would like the opportunity to give back to community's youth and enjoy the idea of being more involved in local government. Personally feel like my peers and I are not actively involve in our city.

Describe your ideas and goals for this Council and how they can benefit the Community.

Ideally, I would like to involve more children in government whether its in the recycling plan occurring, planting a garden, parks clean up, or being involved at the Oxbow Center. I would like my peers and younger children to know they are a part of and can effect their local government.

If you could change one thing about this City, what would that be and why?

The City does much for the youth. One thing I would change is awareness and availability of the current resources. Provide a chance for children to be exposed to different subjects to extended their goals and dreams for their own educational and occupational careers.

What are you passionate about?

I am passionate about computer programming because I am able to see how complicated/simpler parts can compile a functioning program. Small changes for the youth and help them give back to the community and be interested in government.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at [citymanagersoffice@cityoffortpierces.com](mailto:citymanagersoffice@cityoffortpierces.com)



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.

\*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

\_\_\_\_\_ Keisha Renoird \_\_\_\_\_ Student Signature \_\_\_\_\_ Renoird, Keisha \_\_\_\_\_ Date

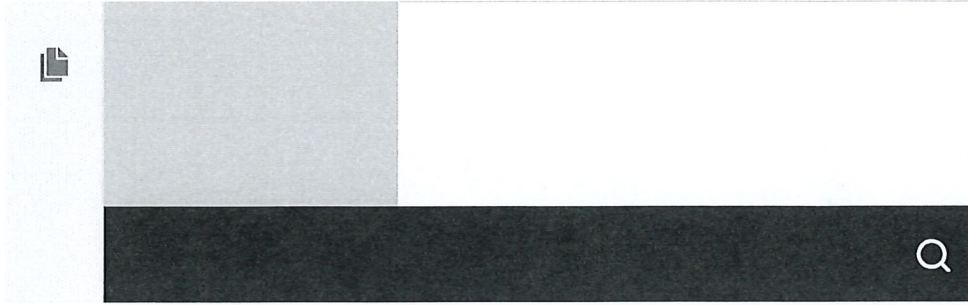
Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

\_\_\_\_\_ Marguerite Bellevy \_\_\_\_\_ Parent Signature \_\_\_\_\_ Bellevy, M. \_\_\_\_\_ Date

\*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please please call 772-465-4170 or email at [citymanagersoffice@cityoffortpierce.com](mailto:citymanagersoffice@cityoffortpierce.com)

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YOCO Application 2019\_2020 -  
Kate Casey  
PDF

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**Date:** Dec 01, 2019 5:51 PM  
**Status:** Completed

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**Loading...**



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

\*Please print neatly in blue or black ink.

Name Leah Johnson Date 11-02-19
Parent's Name(s) Kelly & Jeremiah Johnson
Home Phone # (772) 3700971 Other Phone Line (772) 979 0234
Address 1509 Thumb Point Dr City Fort Pierce State FL Zip 34949
E-mail Address Johnsonhouse1509@icloud.com
School Name: Lincoln Park Academy Grade: 11th Age: 16
Grade Point Average: 3.9

List the extra-curricular activities that you currently take part in:

Diving, Basketball, softball, soccer, volunteer at Westside Church, Intern at OCI Associates, Tutor

List any other organizations or clubs you are currently a member of:

Key Club

Why do you want to be involved in the City of Fort Pierce Youth Council?

I want to get more youth involved in community events. Also, I believe that by getting more students involved we can raise graduation rates.

Describe your ideas and goals for this Council and how they can benefit the Community.

My goals are to have more city-wide highschool programs for students to meet more youth and encourage each other to be better. The council can also start a bullying awareness program to lower the amount of bullying cases.

If you could change one thing about this City, what would that be and why?

I would want a bigger highschool so that everyone is not as separated. While working in downtown I have noticed many homeless that could use a shelter or designated area to go to.

What are you passionate about?

I am very passionate about helping people succeed. I believe everyone has potential and they can find their passion.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four or more consecutive absences from Youth Council meetings is grounds for dismissal.

\*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Leon Johnson Student Signature 11-7-19 Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

[Signature] Parent Signature 11-30-19 Date

\*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at [citymanagersoffice@cityoffortpierce.com](mailto:citymanagersoffice@cityoffortpierce.com)



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

\*Please print neatly in blue or black ink.

Name Lishonda L. Franklin Date 11-19-19
Parent's Name(s) Melisa Franklin
Home Phone # (878) 929-1355 Other Phone Line
Address 3501 Ave D City Fort Pierce State FL Zip 34947
E-mail Address lishondafranklin8@gmail.com
School Name: Fort Pierce Westwood Grade: 10th Age: 15
Grade Point Average: 3.6

List the extra-curricular activities that you currently take part in:
\_\_\_\_\_
\_\_\_\_\_

List any other organizations or clubs you are currently a member of:
\_\_\_\_\_
\_\_\_\_\_

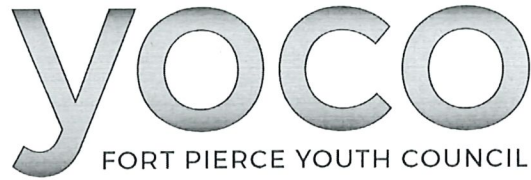
Why do you want to be involved in the City of Fort Pierce Youth Council?
\_\_\_\_\_
\_\_\_\_\_

Describe your ideas and goals for this Council and how they can benefit the Community.
\_\_\_\_\_
\_\_\_\_\_

If you could change one thing about this City, what would that be and why?
\_\_\_\_\_
\_\_\_\_\_

What are you passionate about?
\_\_\_\_\_
\_\_\_\_\_

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierce.com



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

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\*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Yisbanda L. Franklin Student Signature Nov. 19, 2019 Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

Melina [Signature] Parent Signature Nov. 21, 2019 Date

\*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at [citymanagersoffice@cityoffortpierces.com](mailto:citymanagersoffice@cityoffortpierces.com)

**Lishonda Franklin**

**November 4, 2019**

### **YOCO Application Questions...**

**List the extra-curricular activities that you currently take part in...**

**I take part in a college group at IRSC which is called, "Educational Talent Search" ( ETS). I am a Usher at my church and youth leader. I do multiple plays at my church and I am apart of the youth choir also.**

**List any other organization or clubs you are currently a member of...**

**I am Vice President of my sophomore class at Fort Pierce Westwood Academy. I am Treasure of my college group organization in the state of Florida which is called "TRIO". I am a Youth leader at my High School meaning I teach students from grades 9<sup>th</sup>-12<sup>th</sup> about self control, proactive listening, etc. Also I am apart of a Leadership group at my school which is called" Leader in me Team".**

**Why do you want to be involved in the City of Fort Pierce Youth Council?**

**I want to be involved in the City of Fort Pierce Youth because I feel like I can bring new ideas and new things to our fellow youth. Also to show how capable I am to change and persuade our youth that**

**you don't have to be apart of what society wants us to be. I would like to show my determination and leadership skills towards my community and fellow friends, classmates, family, college group, and school. I would like to bring different proposition and different activities towards our youth and to lower the gang violence that is happening with my fellow youth joining gangs because they either want to feel protection or want to follow other peers because its cool and popular.**

**If you could change one thing about this City, what would that be and why? I would change the way our city is portrayed in our youth. Meaning that a certain percentage of our youth portrays Fort Pierce as a horrible city that is ghetto and dangerous. I would like to change some of the youth perspectives on how they see our city. Or I would change the convenience of stores, shopping areas, plaza, and clothing/shoes so that us youth and our parents wont have to take a trip outside the city just to buy certain clothes/shoes from certain stores we are interested in.**

**What are you passionate about? I am passionate about following my dreams and accomplishing my goals and succeeding in life. I am passionate about motivating and helping others become better than they were yesterday. I am passionate about leading others and my fellow youth to greatness and stimulate them so they can be a better person. I am passionate about going to college and getting all my degrees and having a house, car, and being financially stable. I am passionate about inspiring and giving myself and others hope about accomplishing my dreams and theirs. I am passionate about changing and reconstructing my city so it can become better place.**

↑  
a

**I am passionate about influencing and impelling others. I am passionate about advocating that it doesn't matter where you live or how you are raised it shouldn't define your future and dreams.**



APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

\*Please print neatly in blue or black ink.

Name Matthew Heady Date November 23, 2019
Parent's Name(s) Maria Heady Sam Heady
Home Phone # 772-340-2124 Other Phone Line 772-528-8967
Address 654 SW Lake Charles Cir City Port St. Lucie State FL Zip 34986
E-mail Address matthew.heady@stlucieschools.org
School Name: Fort Pierce Westwood Academy Grade: 10 Age: 15
Grade Point Average: 4.26

List the extra-curricular activities that you currently take part in:
Band, ocean conservation club, national honors society, JBOTC rifle team,
JBOTC athletic team (raiders), JBOTC Academic (JLAB) team

List any other organizations or clubs you are currently a member of:
Band, ocean conservation, JBOTC, Oxbow Eco Center Volunteer

Why do you want to be involved in the City of Fort Pierce Youth Council?
Being involved in this Youth Council seemed like the best way to advocate
for our community's youth, while simultaneously becoming more experienced in
communicating with every age group in our community.

Describe your ideas and goals for this Council and how they can benefit the Community.
My goals include making it known to our community's youth that their opinions
do in fact matter so that they will be motivated to become more involved themselves.

If you could change one thing about this City, what would that be and why?
One thing I would change is the reputation Fort Pierce has, as it is seen to
many as a particularly "bad" area.

What are you passionate about?
I am passionate about succeeding in life, and motivating others to succeed
along the way.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL
34950 or for more info, please call 772-465-4170 or email at citymanagersoffice@cityoffortpierces.com



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\*Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.

Matthew Hardy Student Signature 11-25-19 Date

Parent/Legal Guardian Signature: I give my permission for the above named applicant to seek a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

[Signature] Parent Signature 11-25-19 Date

\*Completing this application does not guarantee a seat on the Youth Council. If you have any questions please call 772-465-4170 or email at [citymanagersoffice@cityoffortpierce.com](mailto:citymanagersoffice@cityoffortpierce.com)

**City Commission Regular Meeting**

**15. a.**

**Meeting Date:** 02/03/2020

**Re:**

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**SUBJECT:**

Reports

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**Attachments**

Purchase Order Report January 2020

City Manager's Report February 2020

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**Form Review**

Form Started By: Linda Cox

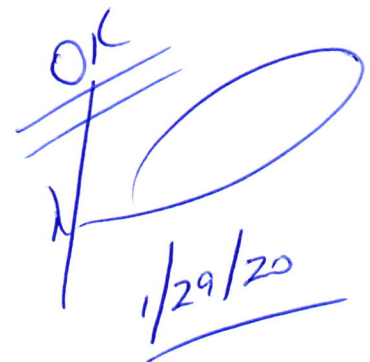
Started On: 01/28/2020 02:21 PM

Final Approval Date: 01/28/2020

**Purchase Order Approvals between \$10,000 and \$50,000 by the City Manager between January 1, 2020 to January 31, 2020**

1. Purchase Orders
  - a. Request approval of Kimley-Horn's Specific Authorization No. 8 in an amount not to exceed \$15,000.00.
  - b. Approval for Egnyte Connect Power User Business Plan in the amount of \$16,380.00.

This plan includes Egnyte Connect Desktop Sync Client, FTP Support, Outlook Integration, Smart Reporting Dashboard, 3rd Party Integrations (except Salesforce), Advanced Branding.
  - c. Approve the purchase of a portable security tower from Stamm Manufacturing for \$45,000.
  - d. Approve Beachside LLC, Notes Domino Hosting Annual Renewal in the amount of \$14,400.00.
  - e. Approve SeeClickFix Annual License Renewal in the amount not to exceed \$15,387.00.
  - f. Approve purchase of Securitas annual maintenance and support service in the amount not to exceed \$18,054.94.
  - g. Approve Selectron Technologies: VoicePermits IVR Managed Annual Hosting Service Renewal in the amount not to exceed \$11,800.00.

OK  
  
1/29/20

|

# FORT INSIDER



## THE POWER OF TOGETHER

MARTIN LUTHER KING JR. GRAND PARADE



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4	FEATURED	16	PUBLIC WORKS DEPARTMENT
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10	FINANCE DEPARTMENT	22	SUNRISE THEATRE
12	CONSTRUCTION SPOTLIGHT	25	UPCOMING EVENTS
14	BUILDING DEPARTMENT		



The City of Fort Pierce  
cordially invites you to the

# 2020 STATE OF THE CITY

presented by



## MAYOR LINDA HUDSON

2.25.20

SIX O'CLOCK PM

SUNRISE THEATRE • 117 S. 2ND STREET

for more information, please call 772.465.4170

# STRONGER TOGETHER

BY JOE SWEAT, MARKETING SPECIALIST



25th Street was packed from Avenue I well past Orange Avenue. People were lined up along the sidewalks. Some had their lawn chairs out with snacks ready; others backed in their vehicles and sat on the tailgates. The beats of the drumline echoed in the distance while the bands warmed up their instruments. The smell of BBQ smoke passed through the air. It was like a huge tailgate party.

The Fort Pierce Police Department's Honor Guard formed a line, shoulder to shoulder. They looked sharp and unified. They held flag poles at their

hips slanted at an angle. The floats began to line up just behind the Honor Guard. Cheering got louder and louder. The crowd was getting excited. Sirens chimed a couple of times and the march began.



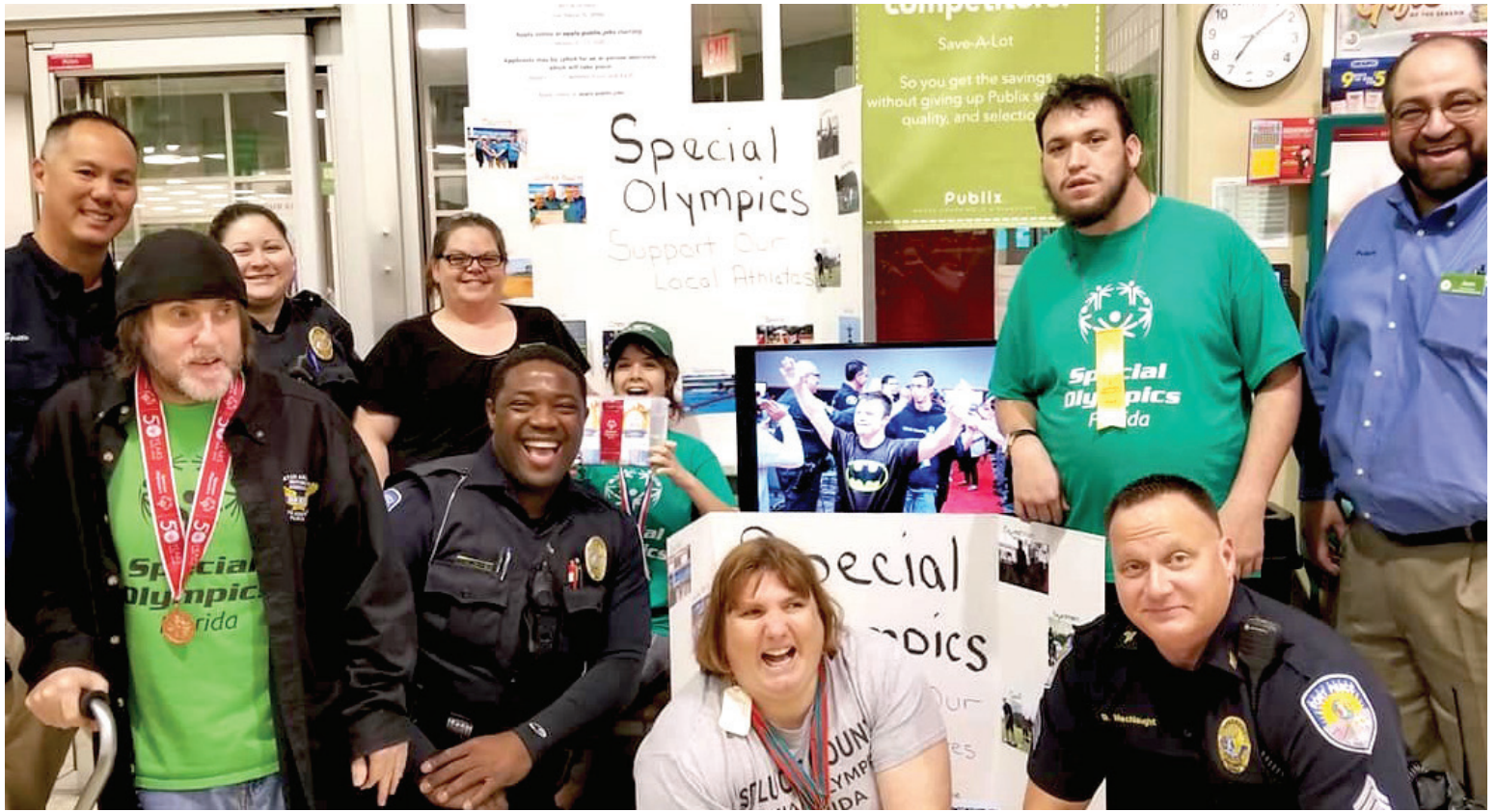
One by one everyone marched together in unity. The Dr. Martin Luther King Jr. Parade is said to be the biggest on the Treasure Coast. It is the epitome of Fort Pierce. We are culturally rich and unique. Its not just moments or events like these that bring us together. This is our town. It's how we live, work and play. We understand the importance of unity, community and authenticity.

Sure, we are known as a beach town. Of course, we have some of the best beaches and parks around, and yes, our downtown is charming and quaint, but if you were to ask "what makes Fort Pierce unique?" It's without a doubt the



people. Fort Pierce is a tight knit community. You could be sitting along the boardwalk fishing and strike up a conversation with a total stranger and talk as if you've known them forever. You could have a similar conversation at a high school football game or downtown at the Farmers Market or standing in line at the store. The dream that Dr. Martin Luther King Jr. envisioned is how a small town like Fort Pierce continually thrives together, sharing our charm and authenticity with everyone we meet.





## CALLED TO SERVE

The Fort Pierce Police Department responded to Publix, Sabal Palm Plaza, in show of support for the 2020 Special Olympics Florida Torch Icon Campaign. Each year the Police Department looks forward to such a worthy cause. Shown in the photos are Officers Damian Spotts, Michel Jean, Alejandra Rodriguez and Sergeant Brian MacNaught.

The Fort Pierce Police Department participated in the Healthy St. Lucie Coalition's 2019 Billion Steps Challenge (January 1 - December 31, 2019). The Billion Steps Challenge was launched to encourage residents in St. Lucie County to become more active. The challenge consisted of two categories; one for teams and one for individuals. The Fort Pierce Police Department won first place in the teams' category and the Department

would like to congratulate members Sandra White for being the 1st place winner and Jacqueline Mathews for being the 2nd place winner in the individual's category. Great Job everyone! Shown in the photo below, left to right, is Anita Cocoves, Jacqueline Mathews, Nancy Barboza, April Lee, Mandral Gibson, Robert Ridle, Ramcess Jean Baptiste, and Jasmine Robinson.

For information on the 2020 Billion Steps Challenge click the following link:  
<https://healthystlucie.walkertracker.com/>



## Law Enforcement Appreciation Day Coffee with a Cop:

January 9th was National Law Enforcement Appreciation Day and coincidentally, our new local Starbucks' grand opening ceremony. To show their appreciation, towards their local law enforcement, the management team of Starbucks invited the public to come visit and engage with members of the Fort Pierce Police Department during their Coffee with a Cop event which took place from 2:00 p.m. to 4:00 p.m., just prior to their grand opening ceremony (5555 Okeechobee Road, Ft. Pierce).



# BE COUNTED CENSUS 2020

## CITY OF FORT PIERCE

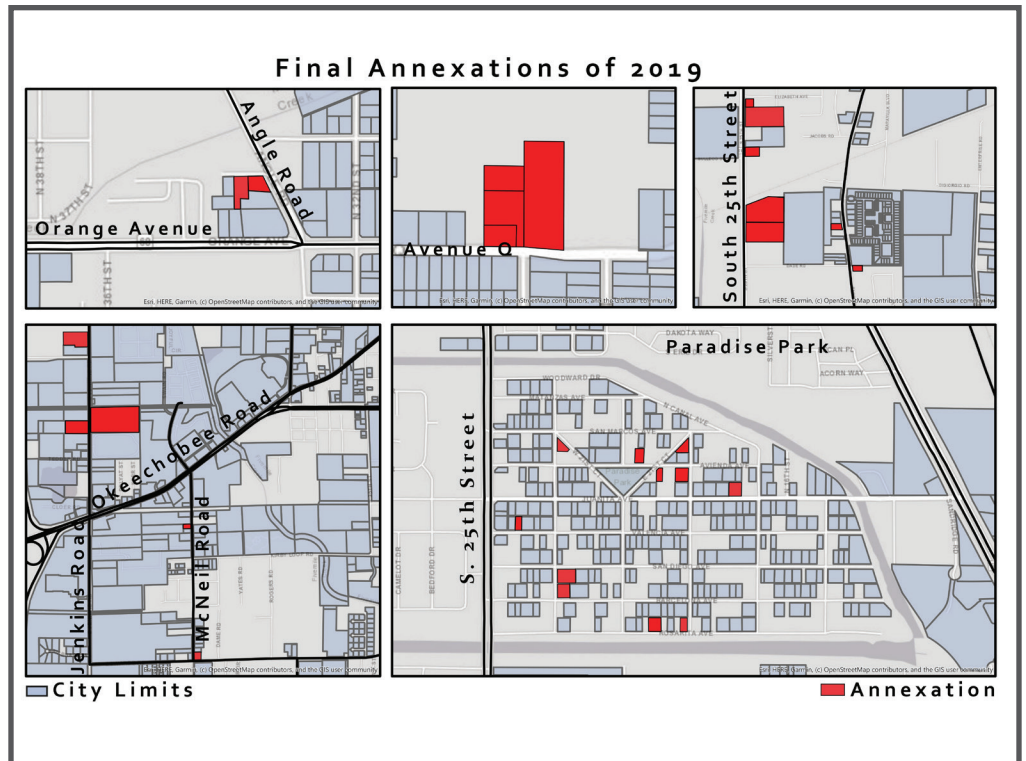
BY JENNIFER HOFMEISTER, PLANNING DIRECTOR

### Recent Annexations & Why the U.S. Census is Important

In 2019, the City of Fort Pierce Planning staff was directed to place annexations as a top priority in order to even our City boundaries and provide more efficient public service to our residents. The Planning staff completed the second quarterly annexation plan with City Commission approval annexing 27 properties from St. Lucie County.

The ability to annex is made possible through an agreement with the Fort Pierce Utilities Authority, which gives property owners water and wastewater service in exchange for annexation into the City once the property becomes contiguous to the City limits. The current annexations centered primarily on residential properties, filling in pockets of interspersed unincorporated parcels. With annexations, the City gained an estimated 60 more Neighbors!

The subject of annexations and the U.S. Census population counts go hand in hand. The 2020 Census provides an opportunity for everyone to be counted. Tribal, state, and local governments; community-based organizations; faith-based groups; schools; businesses; the media; and others play a key role in developing partners to educate and motivate residents to participate in the 2020 Census. When community members are informed, they are more likely to respond to the census. Through collaborative partnerships, the U.S. Census Bureau and community leaders can reach the shared goal of counting EVERYONE in 2020.



# CITIZENS ACADEMY

SAVE THE DATE | FEBRUARY 2020



“

Citizens Academy was a blast! I learned how the City actually ran with all of it's intricate parts. I would highly recommend this class to anyone.

~ Leah S.



## 5th Annual Highwaymen Heritage Trail Art Show and Festival

The City of Fort Pierce’s annual tribute to the world-renown Florida Highwaymen Artists and their contribution to the rich cultural history of Fort Pierce will be held Saturday, February 15 from 10am-4pm at Moore’s Creek Linear Park, at the corner of Avenue D and 8th Street. Moore’s Creek Linear Park is located in the heart of the Lincoln Park neighborhood, the birthplace of the Highwaymen artists who are said to have begun the ‘Last Great American Art Movement of the 20th Century.’”

This free event will feature many of the ‘Original’ and 2nd Generation Highwaymen Artists who will be on hand displaying and selling their art, as well as tribute booths for several of the deceased artists. The festival will also include displays from regional artists and arts organizations, live jazz music, an exhibit of area 5th grade Highwaymen Art Contest entries, food and novelty vendors and a Kid’s Zone. Free guided tours of the award-winning Highwaymen Heritage Trail



will be available throughout the event, by reservation only, by calling 772-467-3183. The Trail’s colorful markers, magnificent public art and informative website help convey the plight, fortitude, entrepreneurial spirit and accomplishments of these African Americans Artists starting in the 1950s through their induction into the Florida Artist Hall of Fame in 2004.

The A.E. Backus Museum and Gallery will host a Highwaymen Open House Weekend February 14 - 16 in conjunction with the Highwaymen Festival. A special weekend sale of stellar vintage Highwaymen paintings as well as a free shuttle for visitors to travel between the Highwaymen

Heritage Trail Festival and the Backus Museum will be provided.

More information on the event is available by calling 772-467-3183 or by visiting [thehighwaymentrail.com](http://thehighwaymentrail.com) and <https://cityoffortpierce.com>





5TH ANNUAL

ART SHOW <sup>AND</sup> FESTIVAL

# Highwaymen

HERITAGE TRAIL

SATURDAY, FEBRUARY 15TH, 2020

10:00AM TO 4:00PM

**FEATURING  
THE "ORIGINAL" AND  
"2ND GENERATION"  
HIGHWAYMEN ARTISTS**

**FREE GUIDED  
HIGHWAYMEN TRAIL TOURS  
RESERVATIONS: 772.467.3183**

**LIVE JAZZ MUSIC | LOCAL CUISINE  
ART CONTEST EXHIBIT | KID'S ZONE  
FREE DOWNTOWN SHUTTLE**

**MOORE'S CREEK | 725 AVENUE D | FORT PIERCE  
FOR MORE INFO, PLEASE CALL: 772.467.3183**

# CONSTRUCTION UPDATE

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## Melody Lane Seawall



On-going construction activities are underway. The contractor has completed the mast arm installation, underground signal conduit installation, first lift of asphalt on the westbound lane of Ohio Avenue along with the majority of the sidewalk on the north side of Ohio Avenue. Current work includes subgrade work on Ohio Avenue's eastbound lane with curb and gutter installation to follow. Construction completion scheduled for April 2020



## South 7th Street Reconstruction:

Contractor expects to complete the Wendell drainage connection next week. All underground electrical connections to the South 7th Street residences have been completed and driveway and sidewalk construction is underway. Final construction completion February 2020.

## Intracoastal Waterway Dredging:

The Army Corps of Engineers has requested the City to dredge a section of the IWW to the east of Tern Island. Staff has met with Saint Lucie County Staff, Commissioner Dzadovsky and Mark Crossley with FIND to discuss sand placement options and potential to utilize their dredge permits for the work. Sand samples from

the area to be dredged have been analyzed for composition and compatibility and have proved to be compatible to be placed on the beach. Our dredging contractor will begin mobilization to the site the first week of February.

## North 17th Street:

(Orange Ave to Ave D) Roadway Improvements: The City Commission approved the recommendation of award to C.W. Roberts Contracting in the amount of \$2,237,444.00. The contract is under current review with the Mitigation Bureau of the Florida Division of Emergency Management. We anticipate issuing a Notice To Proceed in February.

# WHAT'S NEW?



## CRABBY'S DOCKSIDE

The second floor of Crabby's Dockside is starting to take shape while exterior wall finishes are being installed along the west elevation. Before the lap siding is installed (yellow in the picture), a wrap is installed over the concrete block. The wrap acts as a water barrier to prevent rain from seeping into the walls. The wrap also acts as an air barrier, positively impacting the energy efficiency of the building by increasing the R-value of the building's insulation. R-value is simply a measure of resistance to heat flow through a given thickness of material.

## THE THIRSTY TURTLE

Construction completion is expected in late February / early March for Thirsty Turtle Seagrill located at 108 N 2nd Street.



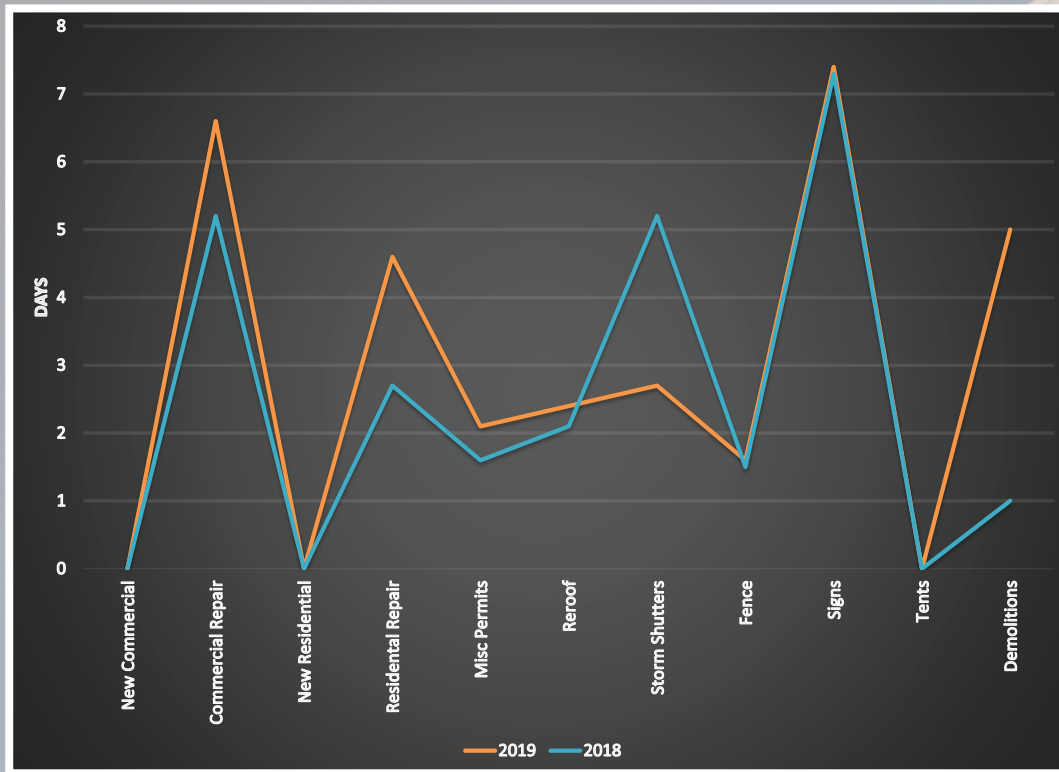
## PUBLIX

The exterior façade of Publix located at 1851 N US Hwy 1 is complete, and the parking lot is being reconfigured and repaved. Several final inspections for the interior of the store have already been approved. Coolers are being installed and shelving will be installed soon. Completion is scheduled for late February / early March.

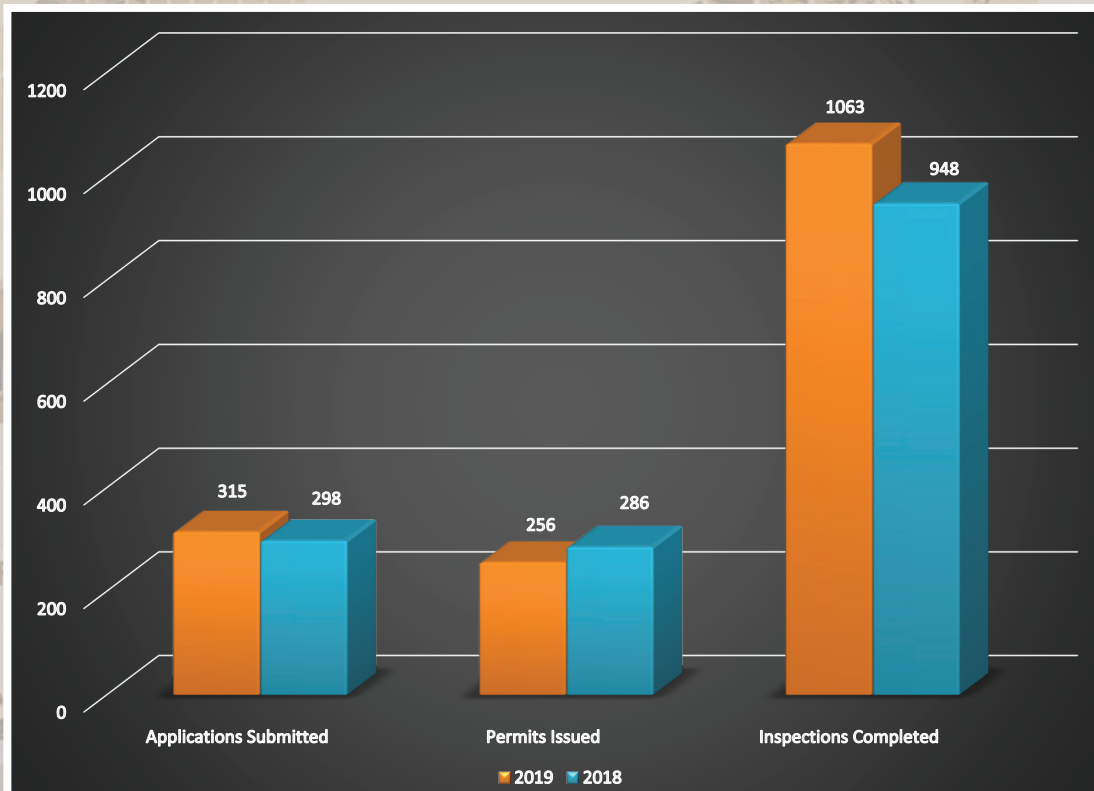
# BUILDING CHARTS FOR DECEMBER 2019

## DECEMBER 2019 PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



## DECEMBER 2019 BUILDING PERMIT ACTIVITY REPORT





PAUL BERTRAM,  
PARKS & REC DIRECTOR

Hello from the Fort Pierce Public Works Department! The City of Fort Pierce will be celebrating 31 years of Tree City USA! The National Arbor Day Foundation annually awards cities that have met their goals and achievements outlined by the foundation. This year, the City of Fort Pierce is celebrating 31 years of receiving this prestigious award. Trees are a valuable resource that are crucial to our environment. Trees have 350 million years of experience looking after our planet! Our city years ago had a clever idea to plant trees throughout the City of Fort Pierce, so that we could enjoy the benefits they bring in our urban community.

Our urban trees are pretty amazing. Not only do they provide a source of beauty and interest in our landscape, they have crucial environmental benefits.

- 1. They Produce Oxygen.**
- 2. Carbon and Carbon Dioxide Storage.**
- 3. They Clean Our Air.**
- 4. Protect Us From Flooding.**
- 5. They're Keeping Us Cool.**
- 6. A Helping Hand For Wildlife.**
- 7. Good For Our Mental Health And Wellbeing.**
- 8. Last But Not Least Because We Love Them!**

Trees have been a part of the natural landscape since humans evolved on earth. We have a deep, desire to be around them, even if we aren't aware of it. What would our city look like if we weren't able to enjoy seeing greenery as we walk down the street?

The Tree Board, Keep Fort Pierce Beautiful and the Public Works Department would like to invite the public to our Great American Cleanup and Arbor Day Celebration annual event on Saturday March 7th at 8am at the Fort Pierce Recreation Center, 903 S 21 Street. This event is a great way for you and your family to volunteer and celebrate your pride in the Beautiful City of Fort Pierce. We have put together a fun filled half day with free t-shirts, goody bags, snacks, bounce house, lunch will be provided plus volunteer hours for all participants.

Yes, of course we will be planting trees and landscape, painting, planting a garden at one of our local schools. We at Public Works hope to have the pleasure to meet and greet our friends and neighbors at the coolest event ever, the Great American Cleanup!

# VOLUNTEER

KEEP FORT PIERCE BEAUTIFUL

# GREAT AMERICAN CLEANUP

**MARCH 7, 2020**

**8:00 AM TO 12:00 PM**

FORT PIERCE REC. CENTER  
903 S. 21ST STREET

- FREE FOOD
- PRIZES
- BOUNCE HOUSE
- FREE GOODY BAG
- FREE T-SHIRT

REGISTER ONLINE:

[CITYOFFORTPIERCE.COM](http://CITYOFFORTPIERCE.COM)

OR CALL **772.467.3794**

**GROUPS WELCOME**

**APPROVED FOR COMMUNITY SERVICE HOURS**





## RIVER WALK CENTER SALES REPORT DECEMBER 2019

---

CLASSES .....	\$ 943.40
PARK PERMITS .....	\$ 600.00
SPECIAL EVENTS .....	\$ 2,475.00
FACILITY .....	\$ 5,635.95
<b>TOTAL .....</b>	<b>\$ 9,654.35</b>

# SUNRISE SPOTLIGHT



**Join us every 3rd  
Thursday of every  
month or subscribe to  
our Youtube channel.**





DANIEL VISCONTI, IHGC MANAGER

We have finally started to turn the corner with the golf course! Adding several groups that had left a few years ago are now back. We welcome the Golden Ponds league every week which consists of 48 players all the way through March. We spent the first two years just cleaning up the facility and trying to change the overall attitude to make us a friendly, welcoming environment. We have strived to achieve a fantastic pace of play where you can be finished with 18 holes in under 4 hours. We have painted the structures at the driving range and added new carpet to the golf shop providing a much needed facelift. The greens are in great shape and if we continue to have mild weather this winter, we will be able to see quicker growth on the fairways and tee boxes over the summer months.

Mother Nature has certainly been cooperative with us this Winter with higher than normal temperatures and some much needed rain! With any luck, these conditions will continue as they help us improve the course conditions on an almost daily basis as we focus on the health of the turf on the greens and fairways.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend....or two! If there's something we can improve upon...tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

**INDIAN HILLS SALES REPORT**

	11/2019	12/2019
GOLF ROUNDS	2089	4080
GOLF FEES	\$49,595.48	\$122,853.46
RANGE TOKENS	\$1,325.23	\$2,972.28
MEMBERSHIP PASS	\$3,656.81	\$8,861.00
FOOD & BEVERAGES	\$4,176.29	\$8,372.50
MERCHANDISE	\$4,678.48	\$4,468.02
TOTAL	\$63,432.29	\$147,527.26



## CITY MARINA FINANCIAL REPORT

	OCTOBER	NOVEMBER	DECEMBER
Dockage Reservations	94	136	211
Monthly Dockage	\$118,293.66	\$133,279.74	\$125,397.06
Transient Dockage	\$23,883.56	\$48,032.40	\$51,730.87
Electricity	\$2,119.38	\$4,843.14	\$4,963.73
Retail	\$6,605.35	\$9,659.90	\$13,572.34
Gas Sales	\$0	\$0	\$0
Diesel Sales	\$63,166.97	\$72,206.01	\$63,764.85
<b>TOTALS</b>	<b>\$214,068.92</b>	<b>\$268,021.19</b>	<b>\$259,428.85</b>

# SHOWTIME!

Sunrise Theatre has a show that's perfect for you, no matter what type of entertainment you usually like. That's because Sunrise is not a traditional theatre — and neither are the shows you'll see at this historic venue. So, if you think you don't like going to the theatre (or you think that it's too dull/fussy/formal), you're in for a real treat when you see what's coming in 2020! As an iconic part of downtown Fort Pierce, Sunrise Theatre is committed to being a true community theatre — and the calendar of events reflects that promise. It's been nearly 100 years since Sunrise first opened its doors. Since then, the theatre has become known for bringing in shows that are unlike anything else you will see around the Treasure Coast.

Here's a rundown of some of the must-see shows of this season, to show you that there really is something for everyone at Sunrise Theatre. For your sweetheart:

**Michael Bolton: The Symphony Sessions**, on Sunday, January 26, at 7 p.m.

Tickets start at \$79

Treat your sweetheart to an early Valentine's Day date. Michael Bolton, the multiple Grammy Award-winning singer, songwriter and social activist, is coming to town for one night only! Don't miss this night of timeless hits and diverse songs (including pop, rock, soul, standards and classical selections) specially arranged for a symphony orchestra — and Bolton's signature "time, love and tenderness." For your best gal pals:



**ABBA Mania: The Original** from London's West End, on Saturday, February 15, at 8 p.m.

Tickets start at \$42

Gather up your girlfriends, break out your platforms and relive the soundtrack of the '70s with **ABBA Mania!** You'll hear all your favorites — including *Mamma Mia*, *Voulez Vous*, *Dancing Queen*, *Winner Takes It All* and *Super Trouper*. You'll love this upbeat, nostalgic tribute to the Swedish pop supergroup!

**The Beach Boys** come to Sunrise Theatre on Saturday, February 22, 2020. (Photo: Courtesy Sunrise Theatre) For the person who says "they don't make music like they used to": Ticket prices, dates and times vary by show Sunrise excels in bringing in unique, acclaimed performers that honor diverse genres and beloved performers. Tickets to one of their concerts is the ideal gift for that per-

son in your life who's a diehard fan of the classics. Here are just a few of the musical offerings coming to Sunrise: On Saturday, February 22, **Wouldn't It Be Nice** to catch **The Beach Boys** for a night of *Fun, Fun, Fun*? Or, an evening honoring **The Charlie Daniels Band** Sunday, March 8 at 7pm. On Saturday, March 7, celebrate the music of **Ray Charles** with **Georgia on My Mind**, featuring iconic tunes and an all-star cast of award-winning performers honoring the work of this American treasure. Or, mark your calendar for Saturday, May 2, when you can rock out to **One Night of Queen**, performed by **Gary Mullen & The Works**. You'll swear that it's **Freddie Mercury** himself on stage! For the fans of old-school Vegas: **Evening With The Stars - Las Vegas Impersonators** the **Edwards Twins**, with Special Guest **Johnny T**, on Wednesday, March 25, at 7 p.m. Tickets start at \$53.



What happens in Vegas... sometimes makes it way to Florida! This unforgettable night transports you back to the classic era of Las Vegas, by re-creating the variety shows we all know and loved. All your favorites come alive on stage: Sonny & Cher, Billy Joel, Elton John, Neil Diamond, Lionel Richie, Stevie Wonder, Ray Charles, Lady Gaga, Celine Dion, Rod Stewart, Bette Midler, Barbra Streisand... and there are even more! This show has been called “extraordinary” and a “must-see” – so don’t miss out!

Dinosaur World Live: A Dino Mite Adventure arrives on the Sunrise Theatre stage Sunday, February 23 at 3pm. (Photo: Courtesy Sunrise Theatre) For little ones: Dinosaur World Live: A Dino Mite Adventure on Sunday February 23 at 3pm Tickets start at \$32.

Dare to experience the dangers and delights of Dinosaur World Live in this roarsome interactive show for all the family. Grab your compass and join our intrepid explorer across

uncharted territories to discover a prehistoric world of astonishing (and remarkably life-like) dinosaurs. Meet a host of impressive creatures, including every child’s favourite flesh-eating giant, the Tyrannosaurus Rex, a Triceratops, Giraffatitan, Microraptor and Segnosaurus! A special meet and greet after the show offers all our brave explorers the chance to make a new dinosaur friend. Don’t miss this entertaining and mind-expanding jurassic adventure, live on stage.

For the animal lovers:  
Jack Hannah’s Into the Wild Live - Presented by Nationwide, on Thursday, January 23, at 7 p.m. Tickets start at \$42.

Jack Hanna is America’s most beloved animal expert, and he’s back with his three-time Emmy Award-winning series Into The Wild Live!. “Jungle Jack” takes you with him “into the wild.” Meet incredible animals and hear real-life, jaw-dropping stories about brushing a hippo’s teeth and eating with wombats. Plus, you’ll see

footage of his worldwide adventures, from the jungles of Rwanda to the savannas of Australia, and learn about Jack’s passion and dedication to wildlife conservation. (Expect to see about 15 animals, such as a baby cheetah, kangaroo, baby tiger, two-toed sloth or a penguin!) Sunrise truly is your community theatre, so check out the full calendar of events, then get tickets before they sell out!

About Sunrise Theatre  
The pristine, beautifully restored, intimate 1,200-seat Sunrise Theatre, located in Historic downtown Fort Pierce, presents national touring Broadway shows, musical and comedy acts, ballet, country stars and classic rock icons.

Also located within the theatre complex is the 220-seat Black Box Theatre, a state-of-the-art venue offering a variety of national, regional and local programming.

Visit the Sunrise Theatre website for a complete listing of confirmed shows and membership information. Or call the Sunrise box office at 772-461-4775.



## SUNRISE THEATRE FINANCIAL REPORT

Date	Show	Ticket Sales	Bar	Miscellaneous	Total Revenue
12/7/2019	The Big Pine - BB	995.00	565.00		1,560.00
12/20/2019	Sound of The Season	N/A	547.00		547.00
12/22/2019	Rudolph the Red Nose Reindeer	21,458.25	1,260.00	143.37	22,861.62
12/26/2019	Nutcracker	28,837.25	734.00	55.61	29,626.86
	<b>RENTALS</b>				
12/7/2019	Spirit of Christmas	11,845.00	533.00	2,362.50	14,740.50
12/8/2019	Redemption of Scrooge	10,842.00	783.00	5,010.00	16,635.00
12/8/2019	Lawnwood Holiday Party - BB	N/A		1,167.00	1,167.00
12/13/2019	Treasure Coast Ballet	11,404.75	690.00	550.00	12,644.75
12/13/2019	Cece Teneal - BB	6,500.00	468.00	950.00	7,918.00
12/15/2019	Wordrobe Wonderland	4,841.00	178.00	4,791.23	9,810.23
12/19/2019	Christmas Show	6,740.00	266.00	2,067.50	9,073.50
12/1 ~31/19	Jazz Jam - BB	365.00	228.00		593.00
		<b>\$103,828.25</b>	<b>\$6,252.00</b>	<b>\$17,097.21</b>	<b>\$127,177.46</b>



# UPCOMING COMMUNITY EVENTS

EVENT	DATE	TIME	LOCATION
FORT PIERCE FARMER'S MARKET	EVERY SATURDAY	8:00 AM - 1:00 PM	MARINA SQUARE
GREEN MARKET	EVERY WEDNESDAY	12:00 PM - 6:30 PM	MARINA SQUARE
AVENUE D MARKET	EVERY FRIDAY AND SATURDAY	8:00 AM - 10:30 PM	AVENUE D PLAZA
FRIDAY FEST	2/7	5:30 PM - 9:00 PM	MARINA SQUARE
LPAC FAMILY FUNDAY	2/8	10:00 AM - 2:00 PM	COACH FENN PARK
MOORE'S CREEK QUARTERLY CLEANUP	2/15	12:00 PM - 6:00 PM	MOORE'S CREEK
HIGHWAYMEN FESTIVAL	2/15	10:00 AM - 4:00 PM	AVE D & 8 TH STREET
COFFEE WITH THE MAYOR	2/21	8:00 AM - 9:00 AM	FORT PIERCE YACHT CLUB
ARTWALK	2/21	ALL DAY	DOWNTOWN FORT PIERCE
GREAT AMERICAN CLEANUP	3/7	8:00 AM - 12:00 PM	FORT PIERCE REC CENTER



## **Mission Statement**

*To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work.*

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