




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



**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! – 2311 Avenue D; Coe’s Grocery  
**FINAL GRANT REVIEW**  
**Date:** November 25, 2020

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Please review the final grant award details for Coe’s Grocery, 2311 Avenue D, for \$5,000. An invoice is attached for your reference.

This payment is covered under the 2018-19 CDBG allocation for “Neighborhood Revitalization; Commercial Façade Grants”.

| <b>Funding Source</b> | <b>Account</b>     | <b>Amount</b> |
|-----------------------|--------------------|---------------|
| CDBG                  | 103-9002-554.83-41 | \$5000.00     |

**GRANT AWARD(S):** **\$5,000.00**

**GRANT RECIPIENT:** **DONALD COE, OWNER, 2311 AVENUE D  
COE’S GROCERY**

This approved review will accompany all Finance Department requisition processing.

Thank you.



Application Date: 2/4/2020

Received by City: (Date/Time): 2/4/2020 12:00PM  
Do not write in this space

Received by (City Staff Name): Kathryn Ballard  
Do not write in this space

**PLEASE READ THIS ENTIRE DOCUMENT BEFORE BEGINNING.**

**HISTORIC AVENUE D BUSINESS DISTRICT  
COMMERCIAL FAÇADE GRANT  
APPLICATION**

The City of Fort Pierce is excited to provide this grant opportunity to commercial property owners for façade improvements for qualifying commercial properties located in the Historic Avenue D Business District Target Area, for qualifying façade improvements, up to \$5,000. Please see Target Area Map on page 2.

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**COMMERCIAL PROPERTY ADDRESS:** 2311 Ave D Fort Pierce Fl 34950

**AMOUNT OF COMMERCIAL FAÇADE GRANT REQUEST:** \$ 5000.00

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**PROPERTY OWNER INFORMATION (as listed with St. Lucie County Property Appraiser)**

Name of Property Owner/Grant Applicant: Donald CoE

**Mailing Address:** (address, city, state, zip code)  
2302 Ave G Apt B Fort Pierce Fl. 34950

Telephone: 772-834-8764 Email: use the bottom Email

**CONTACT INFORMATION** If we have questions regarding this application, who shall we contact?

Name: Joyce A. Holloway or Donald CoE

Telephone: 772-332-5262 Email: 1950JaHolloway@gmail.com

**HISTORIC AVENUE D BUSINESS DISTRICT  
COMMERCIAL FAÇADE GRANT APPLICATION (continued)**

Are there presently Code Violations registered against this property?    \_\_Yes  No

If yes, describe and/or attach documentation:

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**GENERAL INFORMATION:**

1. Is the application for a single- or multi-tenant commercial structure?

Single-tenant    \_\_Multi-tenant

2. Is the building occupied or vacant?     Occupied    \_\_Vacant

3. If occupied, provide the name of the business(s) and the business type(s) and a copy of the lease agreement(s):

D.C. Grocery

Groce. & Bar B Que

4. If vacant, does the building currently meet all local and state code requirements?    \_\_Yes    \_\_No

5. If No, will you be making improvements concurrently with your façade grant improvements so that the building meets all local and state code requirements?     Yes    \_\_No

6. If vacant, please describe your plans for this building. \_\_\_\_\_

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**Please Note the Following:** Vacant commercial buildings are eligible for this grant program, as long as owners intend to re-activate the building within 90 days of the completion of the commercial façade improvements, with a predominantly commercial use.

Owners should provide proof of tenant agreements if a specific tenant is scheduled to occupy the space.

If no tenant is scheduled to occupy the space at the time of application, the owner must provide proof that the property is in habitable condition as defined by the City's Building Code, or that it will be made to be in habitable condition via a rehabilitation project that will coincide with the façade grant project. Please see the Grant Guidance, page 3, #G.

**HISTORIC AVENUE D BUSINESS DISTRICT  
COMMERCIAL FAÇADE GRANT APPLICATION (continued)**

**PAST GRANT INFORMATION**

**Has the City of Fort Pierce or the Fort Pierce Redevelopment Agency ever provided a Commercial Façade Grant or any other funding for this property?**

If Yes, please explain, listing the year(s) and amount(s) of the grant award(s):

Yes     No     Unknown

**PROJECT INFORMATION**

**1. Scope of Work and Cost Estimates:**

A detailed Scope of Work must be included for the application to be complete. It must adequately describe the work to be done, services needed, products required to complete the façade grant project and timeline for each improvement.

At least one (1) professional cost estimate (preferably 2) must also be included for the application to be complete. The estimate must be on contractor's letterhead with contractor contact information and adequately estimate the price of the work to be done and all of the materials/products required in completing the façade grant project.

2. After obtaining a signed Grant Contractual Agreement, how long do you estimate it will it take for you to start construction? 6-8 MO

3. How long do you expect it to take to complete your project? \_\_\_\_\_

4. Estimated Total Project Cost per lowest cost estimate (Façade Grant-eligible improvements only): \$\_\_\_\_\_

7. Are you undertaking additional improvements at this time which are not Façade Grant eligible?  Yes     No

If Yes, what is the estimated cost of these improvements: \$\_\_\_\_\_

Please describe these improvements (attach additional pages, if necessary):  
\_\_\_\_\_

8. Will you complete these façade improvements if none or only a portion of this grant request is awarded?  Yes     No    Please explain your Yes or No answer: \_\_\_\_\_

9. In the last year, have you made improvements to the façade, site, or interior of this property?     Yes     No

If **Yes**, estimate the total cost of these improvements: \$\_\_\_\_\_

**HISTORIC AVENUE D BUSINESS DISTRICT  
COMMERCIAL FAÇADE GRANT APPLICATION (continued)**

**LEGAL AUTHORIZATION FROM THE OWNER OF COMMERCIAL BUILDING**

As the legal owner(s) of the property listed in this Commercial Façade Grant application, I/we hereby authorize completion of the façade improvements indicated in this application. My/Our proof of ownership is attached, along with proof that the taxes on this property are not delinquent.

**Signature(s) of Owner(s) of Commercial Building Must Be Notarized (use additional pages if necessary)**

**Property Owner:**

Today's Date: Feb. 04, 2020

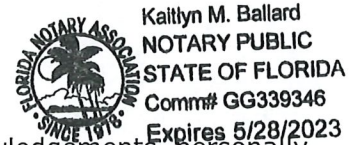
Donald Cole - Donald Cole  
Signature

Donald Cole  
Print Name Here

Telephone Number: 772-834-8764

Email: 1950SeaHolloway@gmail.com

**NOTARY** STATE OF FLORIDA, COUNTY OF ST. LUCIE



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Donald Cole, who is personally known to me or produced FLDL, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this 4 day of February, 2020.

NOTARY PUBLIC Kaitlyn Ballard My Commission Expires: 5/28/2023

**Property Owner:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Here

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**NOTARY** STATE OF FLORIDA, COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_, as identification, and acknowledged he/she executed the forgoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FORGOING, I have set my hand and official seal in the State and County aforesaid in this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**HISTORIC AVENUE D BUSINESS DISTRICT  
COMMERCIAL FAÇADE GRANT APPLICATION (continued)**

I acknowledge the following:

- ✓ All statements provided in the application are true and any misrepresentation will void any subsequent Grant Contractual Agreement and or/funding.
- ✓ The Commercial Façade Grant will be used for the project described in this application. A Grant Contractual Agreement must be signed before entering into any contracts, purchasing any materials, or performing any work included in the façade grant project. I understand that failure to comply with the Grant Contractual Agreement may result in forfeiting the grant award.
- ✓ The City of Fort Pierce or the Grants Administration Division is obligated only to administer the grant procedures and is not liable to the applicant, owner, or third parties for any obligations or claims of any nature growing out of, arising out of, or otherwise related to the project or application undertaken by the applicant and/or owner. Additionally, all required permits are the responsibility of the owner/applicant.
- ✓ Acceptable proofs of payment of an eligible invoice include: 1 - A copy of the front and back of a cancelled check to the vendor/contractor containing the vendor/contractor's name, the date the payment was made, the amount paid, a memo line stating what the payment is purchasing, and a signature of the property owner and a receipt on vendor/contractor letterhead with contact information for the vendor/contractor; or 2 - A credit card statement showing the facade grant eligible charges and a paid receipt on vendor/contractor letterhead with contact information for the vendor/contractor.
- ✓ Any unapproved changes to project plans as stated in the approved Scope of Work could void the grant and result in non-payment of funds. If changes to the Scope of Work are necessary, it is the responsibility of the Grant Recipient to immediately contact the Lincoln Park Revitalization Coordinator in writing for additional project review and written approval before continuing with the project.
- ✓ Funding awards will not be increased after notification of the initial award.
- ✓ Grant Recipient will regularly submit monthly progress reports to the Grants Administration Division throughout the duration of project, until the project is completed.

Donald Cole  
Signature of Property Owner

Donald Cole  
Printed Name

2/4/2020  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**CAUTION – PLEASE READ:**

**Project improvements that are part of this Commercial Façade Grant application shall not be started prior to the applicant having a signed Grant Contractual Agreement. This includes entering into any agreements or contracts with contractors or purchasing materials for these improvements. Starting the project prior to having a signed Grant Contractual Agreement with the City will result in a loss of awarded grant funds.**

## 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 **DONALD COE**, hereinafter referred to as the “**Recipient**”.

## WITNESSTH

**WHEREAS**, Recipient is in the process of remodeling the commercial property located at **2311 AVENUE D, FORT PIERCE, FLORIDA 34950**; 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 **2311 AVENUE D, FORT PIERCE, FLORIDA 34950**, further described as Parcel Identification Number **2409-603-0015-000-0** 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 October 31, 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, 2021**, 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: DONALD COE

Address: 2311 AVENUE D, 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: Donald Cox

By: Donald Cox

**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 **DONALD COE** is for the renovation of property located at **2311 AVENUE D, FORT PIERCE, FLORIDA 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, 2021. 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 ensure 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.



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

**EXHIBIT "A"**

**WAY TO GROW, Lincoln Park!  
Historic Avenue D Business District  
Small Business Startup/Relocation Grant Program  
TOTAL INVOICE**

**GRANT RECIPIENT: 2311 AVENUE D, Donald Coe, Owner**

**GRANT AWARD(S):**

Amount: **\$ 5000.00**

Description: Exterior improvements: new Stucco, new signage

**MAKE CHECK PAYABLE TO: TBD – Quotes pending**

**TOTAL AMOUNT DUE: \$5,000.00**

**MAKE CHECK PAYABLE TO:**

**FINANCE DEPARTMENT:  
PLEASE HOLD CHECK FOR GAD STAFF PICK UP**

Thank you,

**Caleta Scott  
Manager, Grants Administration Division**