

**GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT**

THIS AGREEMENT ("Agreement") made and entered into this 5th day of April 2022, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") and DR. RHAINA A. SMEDS, PSYD, INC., a Florida Corporation, ("Recipient") (collectively, "Parties").

WITNESSETH:

WHEREAS, as part of its mission to alleviate slum and blight and, in order to promote the revitalization of commercial areas by improving the physical appearance of buildings, the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida ("FPRA"), established the Commercial Façade Improvement Grant Program; and

WHEREAS, the Commercial Façade Grant currently offers financial assistance of up to \$25,000 to commercial property and business owners looking to improve the façade of commercial buildings within the FPRA community redevelopment area; and

WHEREAS, Dr. Rhaina A. Smeds, PsyD, Inc., submitted a Commercial Façade Grant application to the FPRA requesting \$25,000 for the facade renovation of a currently vacant structure located at 906 Delaware Avenue, Fort Pierce, FL (Parcel ID: 2410-705-0017-000-1) (the "Property"); and

WHEREAS, the purpose of the intended renovation is to substantially improve the façade of the property by improving the paved parking, installing landscaping with irrigation, and constructing a monument sign; and

WHEREAS, the property is located within the FPRA district boundaries and the renovation of the property coincides with the FPRA plan; and

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed \$25,000 to Dr. Rhaina A. Smeds, PsyD, Inc. for the façade renovation of the property; and such approval was affirmed by the FPRA Board at their regular meeting on March 8, 2022; and

WHEREAS, the Recipient desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 906 Delaware Avenue, will further economic development in the FPRA by improving a building on a commercial corridor, decreasing vacancy rates on a commercial corridor, and creating new commercial space in the FPRA; and

NOW, THEREFORE, the parties do hereby agree to the following:

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount of fifty percent (50%) of eligible project costs, not to exceed Twenty-Five Thousand Dollars (\$25,000.00) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within thirty (30) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this

Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

2. **Compliance.** The Recipient shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Project Development Plan, which is attached hereto as Appendix A, and (ii) complying with the Recipient's completed Commercial Façade Grant Application package that was reviewed by City staff and approved by the FPRA Board, which is set forth in Appendix B ("Application").
3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.
4. **Project Deadline/Term.** The Recipient must receive the building permits within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This eighteen-month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadline. During this period the Recipient shall provide evidence of building permit approval to the FPRA within six months of the Effective Date. For projects not requiring a building permit, the Recipient shall notify the Department by electronic and postal mail when it will start within the aforementioned period.
5. **Extension.** The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadline to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement. Any authorization to extend the Project Deadline shall be in writing and approved by the FPRA Board.
6. **Compliance with Laws.** The Recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.
7. **Publicity.** Publications, press releases, media productions, etc., produced by the Recipient regarding the project shall include the following statement: *Sponsored in part by the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program* from the Effective Date to six months after date of project completion.
8. **Progress Reports.** Recipient agrees to submit to FPRA written progress/status reports upon request by FPRA, including, but not limited to such reports which provide a list of activities and expenditures for the project.
9. **Records, Reports and Inspection.**
 - A. The Recipient shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
 - B. The Recipient shall, at any reasonable time requested by the FPRA and as often as the FPRA may deem necessary, make available to the FPRA for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the FPRA or its designated authorized representatives to audit and inspect all such

books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

- C. The FPRA shall have the right, at any reasonable time during the Term, to inspect the Project site and to determine that the property use is consistent with the uses described in the project development plan, in accordance with this Agreement.

10. Default and Termination.

- A. The FPRA may terminate this Agreement in the event of failure by the Recipient to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the FPRA to the Recipient in accordance with Paragraph 12 of this Agreement.
- B. The FPRA's liability and obligations to the Recipient or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.
- C. If this Agreement is terminated by the FPRA, the FPRA shall have no obligation to pay any of the Grant funds to the Recipient.

11. Indemnification. The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- a. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or
- b. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or
- c. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- d. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.
- e. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recipient pursuant to this Agreement or otherwise obtained by the Recipient and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. Insurance. The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

Fort Pierce Redevelopment Agency:

City of Fort Pierce
Attn: Fort Pierce Redevelopment Agency
100 North US Highway 1
Fort Pierce, FL 34950

Copy:

City of Fort Pierce
Attn: City Attorney
100 North US Highway 1
Fort Pierce, FL 34950

Recipient:

Dr. Rhaina A. Smeds, PsyD, Inc.
906 Delaware Ave
Fort Pierce, FL 34950

14. **Assignment.** The Recipient shall not assign this Agreement without the prior written consent of the FPRA. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee. The Recipient shall notify the FPRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property ("Property") underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.
15. **Change of Use.** For five years from the date of Project completion, the Recipient shall maintain the Property in the use for which it was awarded funding through the Commercial Facade Grant Program. Failure to do so may result in the Recipient repaying the grant award to the FPRA, unless the requirement to repay the grant award is waived by the FPRA Board, at its sole discretion, upon written request made to the FPRA by the Recipient. If the Recipient intends to change the use of the Property, it shall notify the FPRA of its intent prior to applying for building permits.
16. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is duly organized, qualified and existing entities under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.
17. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
18. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
19. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations,

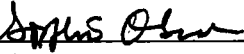
arrangements, or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.


20. **Waiver.** No provision of this Agreement will be deemed waived by the FPRA unless expressly waived in writing by the FPRA. No waiver shall be implied by delay or any other act or omission of the FPRA. No waiver by the FPRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the FPRA's consent respecting any action by the Recipient shall not constitute waiver of the requirement for obtaining the FPRA's consent respecting any subsequent action.
21. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.
22. **FPRA Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the FPRA means the approval of the FPRA Board or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required by the City Charter or applicable Laws.
23. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
24. **Governing Law and Venue.** This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

OWNER WITNESSES:

Sign: 
Print: Sophia Olson
Date: 04/05/22

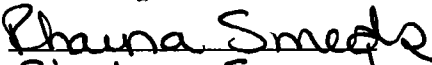
Sign: 
Print: VELJE OLSON
Date: 04/05/2022

CITY WITNESSES:

Sign: _____
Print: _____
Date: _____

Sign: _____
Print: _____
Date: _____

OWNER:

Sign: 
Print: Rhaina Smeds
Date: 4/05/22

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____
Print: Linda Hudson
As its: Chair
Date: _____

APPROVED AS TO FORM & CORRECTNESS:

Tanya M. Earley, Esq.
City Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

906 DELAWARE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Dr. Rhaina A. Smeds, PsyD, Inc. for the renovation of property located at 906 Delaware Avenue. This grant will provide funds to assist the property by improving the paved parking, installing landscaping with irrigation, and constructing a monument sign.

The Recipient will provide to the FPRA a final report documenting all construction costs incurred in association with the improvement included in the Application (Appendix "B") prior to receiving reimbursement payment(s). These can include:

- A. Copies of all required closed permits
- B. Occupancy certificates
- C. Copies of all invoices
- D. Proof of payment (Cancelled checks)
- E. Releases of liens
- F. Photographs of the work undertaken

Maximum FPRA Grant Award : Fifty percent (50%) of eligible costs, not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, the Recipient shall notify the Department of when it will start within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Request for payment to the FPRA, shall include a final report documenting all construction costs incurred in association with the Project. These can include copies of all required permits, occupancy certificates, cancelled checks, invoices, releases of liens and photographs of the work undertaken.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by October 12, 2023

These reports/request can be sent electronic or by postal mail:

Fort Pierce Redevelopment Agency
100 N US Hwy 1
Fort Pierce, FL 34950
fpra@cityoffortpierce.com

APPENDIX "B"

APPLICATION PACKET

906 DELAWARE AVENUE FORT PIERCE, FL 34950

Print

COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #1850

Date Submitted: 1/26/2022

APPLICATION FORM

Property Details:

Parcel ID Number:*

241070500170001

If you do not have your parcel ID, visit <https://www.paslc.org/property-search/> to obtain.

Grant Property Address:*

906 Delaware Avenue

Property Owner's Name:*

Dr. Rhaina A. Smeds, PsyD, Inc.

Lease Term (if applicable):

Building's Existing Use(s):*

Vacant

Building's New Use(s) (if applicable):

Doctor's Office

Applicant Information:

Applicant Name:*

Rhaina Smeds

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Business owner and Property Owner

Email Address:*

drsmeds@att.net

Phone Number: *

7724854008

Business Information:

Legal Business Name:*

Dr. Rhaina A. Smeds, PsyD, Inc.

Business Type (Restaurant, Retail, Office, etc):*

Psychology Practice

Employer Identification Number / Tax ID:*

900766260

Number of years in business:*

20

Number of years at this location:*

0

If not currently open for business at this location, when do you expect to open?

March 1, 2022

Project Details:

Estimated timeframe for the completion of the project:*

10/30/2023

The Project must be started within six (6) months from the date of FPRA Board approval and completed within 12 months of building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

What is the total cost of eligible improvements?*

\$66,333

These costs must be verified by licensed contractors.

Grant amount requested:*

\$25,000

Note: This grant is a reimbursable, matching (50%) grant up to \$25,000.

Required Documentation:

Deed:*

906 Delaware Deed.pdf

If applicant is the tenant, attach a copy of lease:

No file chosen

If applicant is tenant, attach Owner Affidavit:

No file chosen

For owner affidavit form, [click here](#).

City of Fort Pierce Business Tax Receipt:

Business Tax.jpg

Design and construction plans for the proposed improvements.*

Site Plan.jpg

Provide examples of project colors, design, materials and specifications.*

COA Supplement. 906 Delaware Avenue.pdf

Proof of ability to fully fund the project.*

Availability of Funds.docx

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

Narrative describing the project.docx

To view the FPRA Plan, [click here](#).

Cost Estimates

A minimum of one (1) cost estimate from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.

Cost Estimate *
All Bids. 1.25.22.pdf

Signature:

Electronic Signature*

Rhaina A. Smeds

I certify that the information provided in this application is true and accurate to the best of my ability and no false or misleading statements have been made to secure approval of this application.

By typing your name in the box above, you are signing the document electronically. You agree that your electronic signature has the same validity as your handwritten signature.



Atlantic Custom Landscapes
 4995 Conley Place
 Fort Pierce, FL 34951 US
 (772) 971-7530
 sales@acl.design
 www.acl.design

Estimate

ADDRESS
Smeds, Rhaina 906 Delaware Ave Fort pierce, Fl 34950

ESTIMATE #	DATE
1857	01/11/2022

ACTIVITY	QTY	RATE	AMOUNT
Pavers Install pavers, includes ground prep, compaction, fine sand for joints and cement border under and on the side of the paver edge. *Includes our 5 year warranty against settling and edge break-away. Contractors pricing (standard rate \$7)	3,500	6.00	21,000.00
Removal Remove asphalt and dispose from property contractor pricing. (standard rate \$1.50-\$2)	3,500	0.85	2,975.00
Freight Freight on all material 2 semi trucks @ cost	2	350.00	700.00
Road Base Add road base to meet City requirements of 6" sub base @ cosst	3	450.00	1,350.00
Retaining Wall Construct planter area against building, add appropriate drainage, chases to add irriagation. Stucco face with travertine cap. Construct with footer, cement block.	1	2,500.00	2,500.00
Irrigation Irrigation installation to cover grass and planter area, suggested 4 zone system with automatic timer, rain sensor, solenoid valve system 24v., approved back flow valve, schedule 40 main, standard piping for zones.	1	3,800.00	3,800.00
Landscaping Suggested landscape budget to install the provided landscape rendering provided. Plant size and quantity will equivalent or better than rendering provided. All plant material will meet or exceed the industry's standard for plant material available to our area.	1	5,500.00	5,500.00

Estimate good for 30 days

TOTAL

\$37,825.00

Accepted By

Accepted Date

AApex Electric, Inc
 561 SW BILTMORE STREET
 Port Saint Lucie, FL 34983
 +1 7726079494
 aapexelectric@yahoo.com
 www.aapexelectric.com



ADDRESS
 RHAINA SMEDS

SHIP TO
 EXTERIOR LIGHTING
 906 DELAWARE AVE
 FT PIERCE, FL

Estimate 2841

DATE 01/07/2022

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
16 Electrical & Lighting	COMPLETE ELECTRICAL INSTALLATION AS PER REQUEST WHICH INCLUDES THE FOLLOWING ITEMS:	1	0.00	0.00
16 Electrical & Lighting	REAR SURFACE MOUNTED MOTION FLOOD LIGHTS W/FIXTURES	2	350.00	700.00
16 Electrical & Lighting	MONUMENT SPOT LIGHT DEDICATED 20AMP CIRCUIT 60' SURFACE MOUNTED CONDUIT AND 60' DIG/CONDUIT	1	1,250.00	1,250.00
16 Electrical & Lighting	SPOT FIXTURE FOR FRONT MONUMENT	1	250.00	250.00
16 Electrical & Lighting	ALL MATERIALS AND LABOR	1	0.00	0.00
16 Electrical & Lighting	FULL PAYMENT DUE UPON COMPLETION	1	0.00	0.00
16 Electrical & Lighting	ONE YEAR WARRANTY ON ALL WORK PERFORMED	1	0.00	0.00

All work to be completed in a workmanlike manner and in accordance with current electrical codes. All work and material installed will be guaranteed against defects for a period of one (1) year from the date of installation. Any charges, additions, or deviations from the above involving extra cost of labor and/or materials will become an extra charge over the sum mentioned in this contract. All agreements will be made in writing. Payment is due upon completion.

TOTAL

\$2,200.00

Accepted By

Accepted Date



ESTIMATE FOR CONSTRUCTION PER PROPOSED SITE PLAN

CLIENT/OWNER: Dr. Rhaina Smeds
LOCATION: 906 Delaware Ave, Fort Pierce, FL
DATE: January 20, 2022

SCOPE OF WORK: Remove excess impervious asphalt in miscellaneous areas, prepare site for 3 parking spaces, provide landscaping and irrigation for establishment, and provide new monument sign as per proposed site improvements by Architectonic, Inc.

PERMITS/FEES: Allowance \$ 2,500.00

DIVISION 31, 32, 33: SITE WORK

Site Improvements: The site improvements shall include removal of extra asphalt and the provide new concrete paving for parking and sidewalks extension.
 Concrete Placement \$ 12,800.00
 Asphalt removal work & disposal \$ 6,800.00
 Landscape bed addition \$ 6,250.00

Landscaping and Irrigation: This work includes installation of a proposed native plantings as detailed by Owner and landscape contractor. Price includes mulching of existing and new beds up to 10 CY. Irrigation shall include low volume drip to establish new plantings. \$ 3,575.00

Option Add – Bahia Sod 9000SF: \$ 2,529.00
 Option Add – Irrigation System for sod: \$ 3,132.00

Sign/Monument: Construct monument sign and provide lettering \$ 6,800.00
 Sign Lighting \$ 850.00

SUB-TOTAL \$ 45,236.00
 Contingency @10% \$ 4,520.00

CONTRACT/OH/GENERAL CONDITIONS:

Construction Management Fee Estimate: Sub-contractor Cost Plus \$ 8,500.00
 General Conditions Estimate: (Safety, Portable toilet, Office Supplies) \$ 5,900.00

TOTAL PROJECT COST \$ 64,156.00



Jill Elder
Dr. Rhaina Smeds
906 Delaware Avenue
Fort Pierce, FL 34950
drsmeds@all.net
772-224-4930
PROPOSAL NUMBER:
2021-05477

PROJECT INFORMATION:

Dr. Rhaina Smeds
906 Delaware Avenue
Fort Pierce, FL 34950
Dec 20, 2021

SCOPE OF WORK:

PROJECT COORDINATION:

1. Assign project manager to handle the project.
2. Provide break-out site plans with work schedules for the project.
3. Have a pre-construction meeting with the customer's designated representative and any interested parties.
4. Determine staging area for the equipment.

MILL ENTIRE SECTION: Up to 234Sq. Yds.

1. Mill the existing asphalt average 1inches
2. Pick up and stock pile car stops. Any broken car stops will be replaced at an additional cost of \$60.00 each.
3. Mill entire section. Any risers needed for underground utilities will be billed in addition to the contract amount.
4. Thoroughly clean off the existing surface prior to overlay.
5. Haul away all debris.

ASPHALT PAVING: Up to 234 Sq. Yds.

1. Tack areas with DOT approved primer tack.
2. Level any depressed areas prior to overlay.
3. Install 1 average hot plant mixed asphalt S-3
4. Roll and compact areas using a steel drum and rubber tire roller.
5. Remove any related debris from site

NEW PAVEMENT MARKINGS

1. Stripe a new layout using DOT approved latex white, yellow, and/or blue paints to match what was previously existing to include: Stall lines, Handicap and Stop Bar

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

OPTIONS:



South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

Central Florida
6648 Old Cheney Highway-Unit D
Orlando FL 32807
407-610-8069

Paving Advisor
Butch Kearney
T: 561-657-0100
E: rkearney@allcountypaving.com

www.ALLCOUNTYPAVING.com



Jill Elder
Dr. Rhaina Smeds
906 Delaware Avenue
Fort Pierce, FL 34950
drsmeds@all.net
772-224-4930
PROPOSAL NUMBER:
2021-05477

PROPOSAL TOTAL

We propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

\$24,428.13

TOTAL OF SELECTED OPTIONS:

\$

**Customer to enter \$0.00 if no options selected*

CONTRACT TOTAL TO INCLUDE SELECTED OPTIONS:

\$

AUTHORIZATION TO PROCEED & CONTRACT:

All Prices quoted are valid for 30 days from the date of this proposal. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Friday, excluding holidays. Additional fees will apply if work is required to be completed at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. We agree to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below.

PAYMENT TERMS:

30% Deposit | 30% Upon Commencement | 30% Substantial Completion | 10% Final Completion

BILLING INFORMATION:

Select if email invoice is preferred

Billing Company & Contact Name:

Signature of Approval by Customer

Billing Street Address:

Billing City, State, Zip:

Printed Name & Title/Position

Billing Phone Number:

Date

Billing Contact E-mail



South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

Central Florida
6648 Old Cheney Highway-Unit D
Orlando FL 32807
407-610-8069

Paving Advisor
Butch Kearney
T: 561-657-0100
E: rkearney@allcountypaving.com

www.ALLCOUNTYPAVING.com



Jill Elder
Dr. Rhaina Smeds
906 Delaware Avenue
Fort Pierce, FL 34950
drsmeds@all.net
772-224-4930
PROPOSAL NUMBER:
2021-05477

TERMS AND CONDITIONS

CUSTOMER INSTRUCTIONS AND INFORMATION

Work Area Preparation

1. All County needs suitable access to the work area, and if it is dependent upon, or in conjunction with the work of others, such work shall be performed and completed prior to arrival, so All County can work uninterrupted in a single shift operation.
2. All vehicles must be removed from the work area no later than 7:15 am, unless otherwise agreed, to deliver the project work on schedule.
3. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is financially responsible for towing services and any created delays. If any cars are left on the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
4. All County Paving will not be responsible for persons entering the work area, tracking of materials or paint, or any damages to cars or persons trespassing in the designated areas.
5. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several treatments of weed killer prior to All County Paving arrival.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Suspend lawn cutting during the work period.
8. Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
9. Dumpsters in the scheduled area must be removed or moved to another area. Dumpsters not moved, will be subject to additional fees.

Customer Expectation

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Large cracks in the existing asphalt may reflect through the new asphalt in time.
3. There will be a tire tracking - this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired later, All County Paving will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. All County Paving cannot guarantee elimination of standing water.
7. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear.
8. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full.
9. A certificate of insurance will be issued upon request prior to commencement of work.

CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to include items only, anything not specifically included is excluded from contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge an Actual Permit & Procurement Fee of \$495.00 per permit, plus actual cost of permit(s). Any additional work required by the permit(s) will be extra to the contract amount.
5. Any work performed by All County Paving which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness here under.
6. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
7. All accounts past due will incur a finance charge of 18% per annum.
8. All County Paving reserves the right to withdraw the proposal at any time prior to the commencement of work should material price fluctuations rise significantly.
9. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
10. Any additional mobilizations for Paving will be billed at a rate of \$5,500.00 each.
11. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each.
12. Delays to All County Paving of a Maintenance Crew shall be paid at a rate of \$200.00 per half hour and delays to All County Paving of a Paving and/or Milling Crew shall be paid at a rate of \$350.00 per half hour by the customer.
13. Any broken car stops will be replaced at an additional cost of \$60.00 each.
14. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
15. Due to the fluctuations in the petroleum markets, All County Paving reserves the right to impose a fuel surcharge.
16. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
17. All County Paving will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the Islands/landscaped areas.
18. All County Paving will not be responsible for unforeseen conditions that arise; they may result in additional costs to the customer.
19. All County guarantees its sealer products against peeling or flaking of stable asphalt for a period of (1) year, excluding normal wear and tear.
20. Newly seal coated areas will be barricaded for 24-48 hours after project completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
21. All County Paving guarantees all workmanship and materials for up to (1) year, excluding normal wear and tear. The warranty starts at the conclusion of work and is not valid until payment has been made in full.
22. All work is to be completed in a workmanlike manner according to standard practices. Our workers are covered by Workmen's Compensation Insurance.

Customer must initial here that they have read and accept the above Terms & Conditions



South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

Central Florida
6648 Old Cheney Highway-Unit D
Orlando FL 32807
407-610-8069

Paving Advisor
Butch Kearney
T: 561-657-0100
E: rkearney@allcountypaving.com

www.ALLCOUNTYPAVING.com

AApex Electric, Inc
 561 SW BILTMORE STREET
 Port Saint Lucie, FL 34983
 +1 7726079494
 aapexelectric@yahoo.com
 www.aapexelectric.com



ADDRESS
 RHAINA SMEDS

SHIP TO
 EXTERIOR LIGHTING
 906 DELAWARE AVE
 FT PIERCE, FL

Estimate 2841

DATE 01/07/2022

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
16 Electrical & Lighting	COMPLETE ELECTRICAL INSTALLATION AS PER REQUEST WHICH INCLUDES THE FOLLOWING ITEMS:	1	0.00	0.00
16 Electrical & Lighting	REAR SURFACE MOUNTED MOTION FLOOD LIGHTS W/FIXTURES	2	350.00	700.00
16 Electrical & Lighting	MONUMENT SPOT LIGHT DEDICATED 20AMP CIRCUIT 60' SURFACE MOUNTED CONDUIT AND 60' DIG/CONDUIT	1	1,250.00	1,250.00
16 Electrical & Lighting	SPOT FIXTURE FOR FRONT MONUMENT	1	250.00	250.00
16 Electrical & Lighting	ALL MATERIALS AND LABOR	1	0.00	0.00
16 Electrical & Lighting	FULL PAYMENT DUE UPON COMPLETION	1	0.00	0.00
16 Electrical & Lighting	ONE YEAR WARRANTY ON ALL WORK PERFORMED	1	0.00	0.00

All work to be completed in a workmanlike manner and in accordance with current electrical codes. All work and material installed will be guaranteed against defects for a period of one (1) year from the date of installation. Any charges, additions, or deviations from the above involving extra cost of labor and/or materials will become an extra charge over the sum mentioned in this contract. All agreements will be made in writing. Payment is due upon completion.

TOTAL

\$2,200.00

Accepted By

Accepted Date



JBR EXTERIORS, INC.
 1201 SW BILTMORE ST
 PORT SAINT LUCIE, FL 34983 US
 (772)873-0600
 info@jbrexteriors.com

INVOICE

BILL TO
 LESLIE OLSON / RHAINA

INVOICE # 2021-1244
DATE 09/02/2021
DUE DATE 10/01/2021

P.O. NUMBER
 RHAINA OFFICE BUILDING

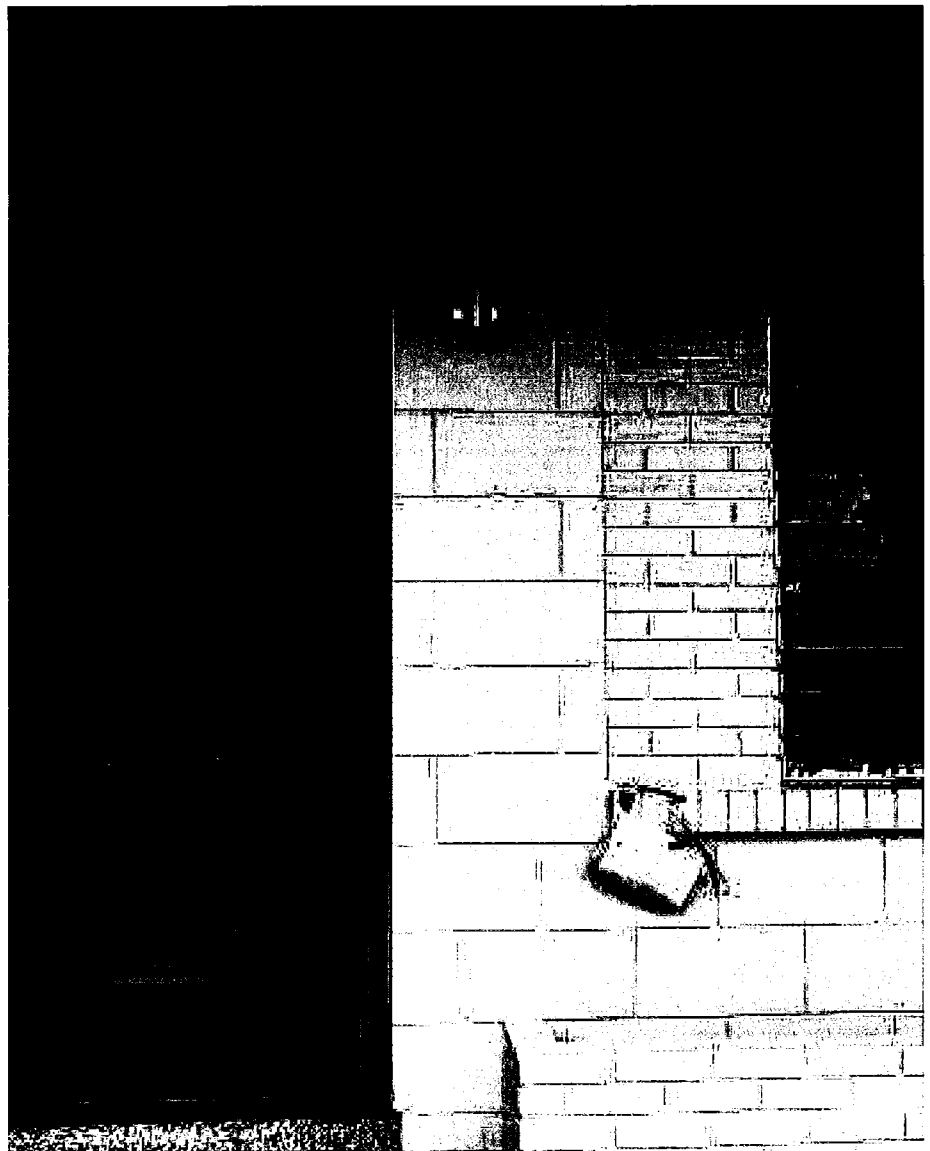
JOB ADDRESS
 906 DELAWARE AVE.

DESCRIPTION	QTY	RATE	AMOUNT
Charges			
WINDOWS		20,457.00	20,457.00
REPLACEMENT			
CWS SERIES			
- IMPACT, INSULATED LOW-E 366 GLASS			
- VINYL, WHITE FRAMES			
- (12) OPENINGS			
DOOR			
REPLACEMENT			
THERMA TRU SERIES			
- FIBERGLASS, COMPOSITE JAMBS			
- STAINLESS HINDGES			
- STANDARD DEADBOLY / LOCKSET			
- IMPACT RATED (6- PANEL DOOR)			
- (1) OPENING			
INCLUDES			
- INSTALLATION			
- DRYWALL / STUCCO REPAIRS			
- WINDOW / DOOR BUCKS			
- PERMITS			
DOES NOT INCLUDE			
- PAINTING			
- ALARM WIRES / DEVICES REMOVAL OR RE-INSTALLATION			
- BLIND REMOVAL OR RE-INSTALLATION			
- WINDOW SILLS			
DEPOSIT DUE			
A DEPOSIT IS REQUIRED IN THE AMOUNT OF			
\$ 5,000.00			
AT THE TIME OF ACCEPTANCE			
Balance			0.00
BALANCE DUE UPON COMPLETION AND FINAL INSPECTIONS			

BALANCE DUE **\$20,457.00**

906 DELAWARE AVENUE

CERTIFICATE OF APPROPRIATENESS: APPLICATION SUPPLEMENT



January 24, 2022



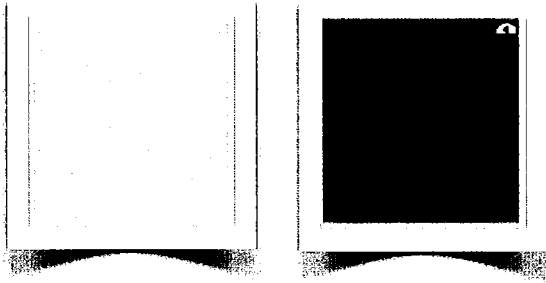
906 DELAWARE AVENUE: SEPTEMBER 2021

ASSESSMENT OF HISTORIC SIGNIFICANCE

906 Delaware Avenue is a non-contributing structure in the Sample Oaks Historic District. Built in 1954, the architectural design is midcentury modern, and outside the period of significance for the District. The midcentury modern exterior design elements of the structure include struck block wall fabric, flat roof, horizontal window orientation, an integrated brick planter on the shallow front porch, and parking in the front of the building.

It is the intent of this rehabilitation to preserve these design elements and make careful alterations as needed to enhance the simple midcentury modern design.

January 24, 2022



Exterior Wall:
Behr Tinsmith

Exterior Wall:
Behr Tinsmith

COLORS

The midcentury modern structure will be clad with a period-appropriate light neutral wall color (Behr Tinsmith) and a bright accent on the front door.

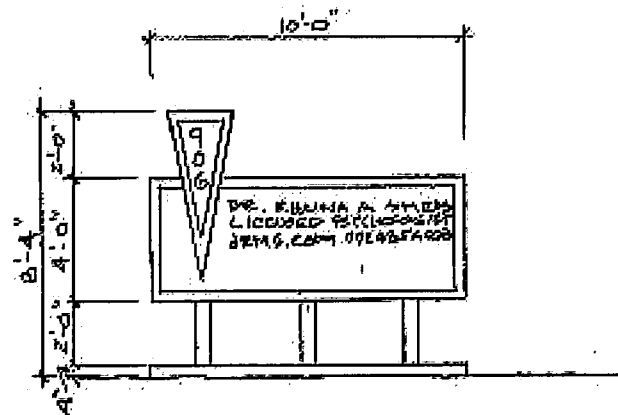
These colors will also be incorporated into the monument sign, in addition to stainless steel, and deep gray letters.

The brushed aluminum rail and cable system will blend with the silvery tinsmith color of the walls behind the porch rail.

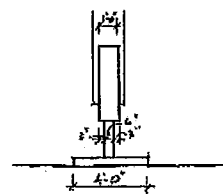
MONUMENT SIGN

This professional office will require a monument sign in keeping with the site’s architectural design. A custom sign has been designed with a nod to midcentury geometric shapes, and will be constructed of concrete and stainless steel (or aluminum).

Lighting of the sign will be ground uplights, not backlit.

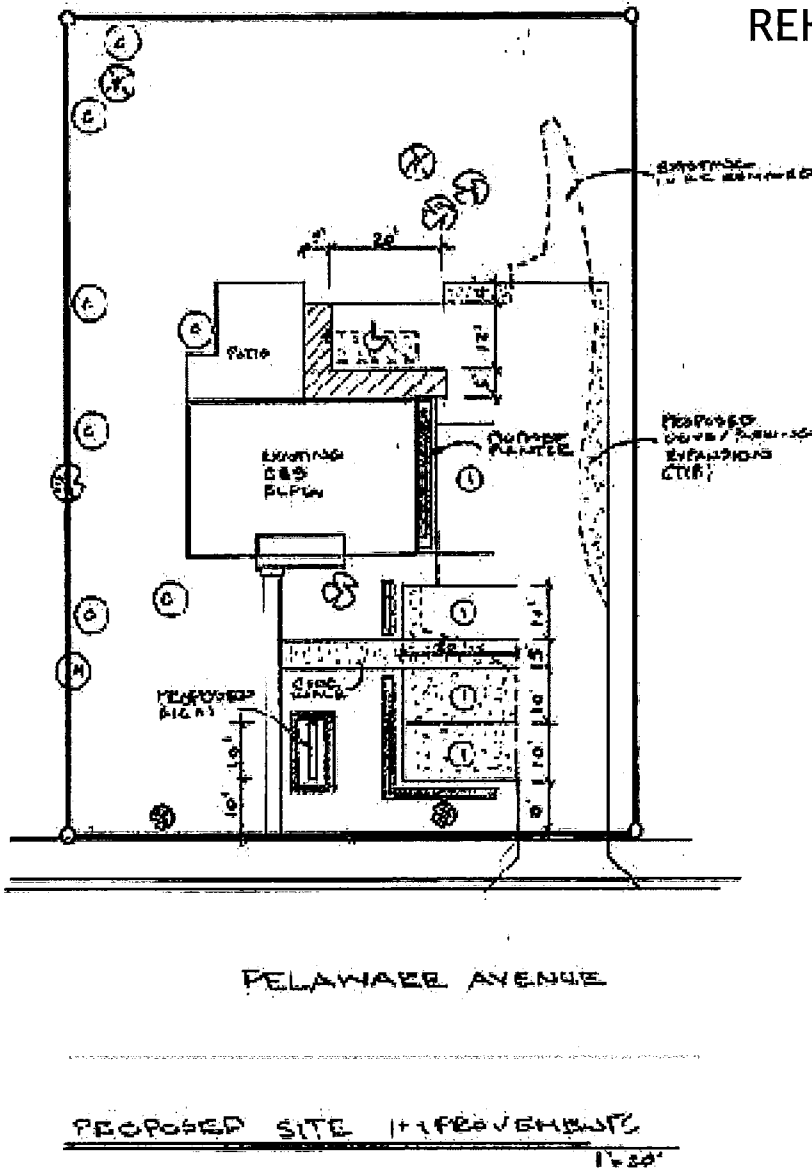


SIGN ELEVATION



SIDE ELEVATION

REHABILITATION SCOPE



Structure: Exterior Work

1. New exterior wall and door color
2. Replace Minimal Traditional porch railing with midcentury modern-appropriate stainless cable and rail system
3. Replace inoperable and insecure jalousie windows with clear pane white slider (impact resistant) windows of the same size, proportion and orientation.
4. Build struck block foundation planter on east side of structure with architectural feature reaching up and over roof to screen the new roof-mounted AC unit and ducts. (Currently looks like an alien is trying to eat the structure.)

Site Improvements

1. Parking: Removal of uneven millings and replace with either asphalt or pavers (depending on grant funding availability) to meet code and ADA accessibility requirements. Install landscaping per code around parking area. Parking improvements to be installed in same area as originally used. The midcentury modern period idealized the auto, and began placing parking in front of the building. This design reflects that history. Stormwater retention will be integrated into the parking design.
2. Monument Sign: A custom built concrete and steel monument sign will be constructed in a midcentury modern design.
3. Western Boundary fence and hedge: Screen the residential use to the west with a 6' tall wooden shadowbox privacy fence and hedge. At the front facade, the fence will drop to 4' in height in a modern horizontal pine design.

SITE PLAN



EAST PLANTER AND ROOFTOP SCREENING RENDERING

PLANTER AND ROOF SCREENING

An additional design element that will be added to the structure is a struck block planter that runs along the eastern wall to bring relief between the structure and the paved vehicular use area. Extending up out of the planter, mid-building, is a midcentury trellis that extends up the wall to the flat roof overhang.

The screening of the air conditioning unit and ductwork will come from that trellis appearing to extend through the roof and across the roof in a linear east-to-west line, obscuring the prominent ducts and mechanical unit.

January 24, 2022

Narrative describing the project, improvements to be made, and why this funding is necessary

Project Overview:

Dr. Smeds has been in private practice for over 20 years, with her primary office in downtown Fort Pierce in the P.P. Cobb Building for the past 10 years. Because the space limits her growing practice to a single practitioner, she recently purchased 906 Delaware Avenue in order to create a multi-practitioner office space and begin offering internships to newly graduated mental health care graduates with the intent of serving the overwhelming need of local residents who urgently need lower cost mental health care services.

The purchase was financed with a purchase/remodel package loan, (remodel value of \$37,000) and the practice is using that financing, plus business and personal savings for the necessary improvements to this site.

906 Delaware Avenue is a well-built, 1950's CBS structure that has experienced decades of neglect, and requires significant upgrades, listed below. However, it's location on tree-lined Delaware Avenue, just east of CAST, in the Sample Oaks Historic District, makes improvements to this structure vital to a critical entrance corridor into historic Fort Pierce.

Why this funding is necessary:

The appraised valuation will not cover the costs associated with making significant façade improvements that include a monument sign, new landscaping with irrigation, and improved, paved parking. Therefore the financing will not cover these elements, and business and personal savings must be utilized until grant reimbursement.

Narrative detailing approach to fully fund this project.

Financing:

The cost to improve the façade for this site is \$66,607.00

The remodeling financing for this project is \$37,000.00. The remainder of the project financing will be accomplished with business and personal savings.

This project is made up of vital projects and upgrade projects. The upgrade projects are those with the most community benefit, and include parking, landscaping and a

monument sign. It is those projects that may need to be postponed if the grant application is not successful.

Narrative describing how this project will address the priorities of the FPRA as outlined in the Redevelopment Plan. This narrative shall identify community benefits resulting from the project

Alignment with FPRA Redevelopment Plan

Pertinent FPRA Goals aligned with this application include: "The FPRA shall increase private sector investment and business development within the CRA." and "The FPRA shall support small businesses, start up businesses and entrepreneurial activity within the redevelopment area." Unfortunately, the FPRA Redevelopment Plan does not go into detail about policies to encourage business attraction, retention, and expansion. That said, the Fort Pierce Retail Strategic Plan does. Please see below.

Alignment with Fort Pierce Retail Strategic Plan

906 Delaware Avenue is located within the Peacock Arts District, as depicted in the Retail Strategic Plan, in which Doctor's Offices are listed in the Optimal Tenant Mix.

The significant improvements planned for this new business' façade will support a redevelopment wave that creates a vibrant, creative and eclectic mixed use district on ont of the District's (and the City's) most important corridors into Downtown.



