

# City of Palm Coast, Florida Agenda Item

Agenda Date : December 13, 2022

<b>Department</b>	PARKS AND RECREATION	<b>Amount</b>	
<b>Division</b>		<b>Account</b>	
		<b>#</b>	
<b>Subject</b>	RESOLUTION 2022-XX APPROVING A CONCESSION LEASE AGREEMENT WITH LOOPERS AT PALM HARBOR GOLF CLUB, LLC, FOR FOOD AND BEVERAGE CONCESSIONS AT PALM HARBOR GOLF COURSE		
<b>Presenter :</b>	Jason DeLorenzo, Chief of Staff and James Hirst, Parks N Recreation Director		
<b>Background :</b>	<p>In September, the City issued RFP-PR-22-74 for a Concession Lease Agreement for the Palm Harbor Golf Course. The RFP included the final draft agreement previously discussed with City Council. We received two proposals considered complete, and individuals from a staff team independently evaluated and scored each proposal on certain criteria. The unanimous choice was Loopers. The Loopers RFP is attached for your review.</p> <p>Per the RFP, Loopers is a new concept by experienced restaurateur Jamie Bourdeau. Since 2014, Mr. Bourdeau has successfully operated Beach Front Grille in Flagler Beach. Prior to Beach Front Grille, Mr. Bourdeau operated Old Fibbers Restaurant and Tavern in Millford, Connecticut.</p> <p>This Concession Lease Agreement is for 5 years with three (3) 5-year extensions available. The rent starts at \$17,982 annually, equivalent to \$9.00 per square foot, and increases 3% annually.</p> <p>Electric, propane, phone, and internet are the sole responsibility of the tenant. Water and sewer utilities are split 50/50 between the tenant and the city.</p>		
<b>Recommended Action :</b>	<p><b>ADOPT RESOLUTION 2022-XX APPROVING A CONCESSION LEASE AGREEMENT WITH LOOPERS AT PALM HARBOR GOLF CLUB, LLC, FOR FOOD AND BEVERAGE CONCESSIONS AT PALM HARBOR GOLF COURSE</b></p>		



# **Concession Lease Agreement for Palm Harbor Golf Course**

December 13, 2022

# History of Food and Beverage

- Concessions originally included in Kemper management contract
- 2017 City took over course management
- City issued an RFP for food and beverage concessions
- The Green Lion Café was selected
- Current concession lease was terminated by City on July 11, 2022, with final day of operations January 15, 2023



# Staff Desired Outcomes

Secure an experienced vendor that meets the needs of our golf course users

Meet City Council's previously discussed expectations related to rent and utilities

Set clear expectations for both parties

- Communication
- Customer Service
- Requirements for Golf Operations
- Maintenance of Facility
- Concerns Related to Timely Repairs





# Request For Proposal Process

- In September, the City issued RFP #: RFP-PR-22-74
- The RFP included the final draft of the lease discussed by City Council
- 18 entities downloaded the RFP documents and 4 indicated an intent to bid
- 2 bids were found responsive and complete
- Staff members independently reviewed and scored the bids
- The unanimous selection was Loopers<sub>28</sub>



# Loopers at Palm Harbor Golf Club

- New concept by experienced restaurateur Jamie Bourdeau
- Currently owns and operates Beach Front Grille in Flagler Beach
- Previously operated Old Fibbers Tavern in Millford, CT

A round of golf is considered a loop and a Looper is another word for a caddie



# Concession Agreement

- \$9.00 sq. ft. (\$17,982 annual)
  - 3% annual increase
  - Tennant responsibility
    - Electric
    - Propane
    - Telecom
    - Internet
    - 50% of water/sewer\*
  - May operate a beverage cart
  - 5-year term with three (3) renewals
- \* Tennant will be billed actual cost if and when metering becomes available



**Questions?**



**RESOLUTION 2022 - \_\_\_\_**  
**CONCESSION LEASE AGREEMENT**  
**FOR THE PALM HARBOR GOLF COURSE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONCESSION LEASE AGREEMENT WITH LOOPERS AT PALM HARBOR GOLF CLUB, LLC, FOR FOOD AND BEVERAGE SERVICES AT THE PALM HARBOR GOLF COURSE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast owns the Palm Harbor Golf Course and certain real property located at the Palm Harbor Golf Course; and

**WHEREAS**, Loopers at the Palm Harbor Golf Club, LLC, desires to provide food and beverage services for the Palm Harbor Golf Course; and

**WHEREAS**, the City Council of the City of Palm Coast desires for Loopers at the Palm Harbor Golf Club, LLC, to provide the above referenced services.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. APPROVAL OF CONCESSION LEASE AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the concession lease agreement with Loopers at the Palm Harbor Golf Club, LLC, for food and beverage services for the Palm Harbor Golf Course, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee is hereby authorized to execute the contract attached hereto as Exhibit “A.”

**SECTION 3. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.



**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 13<sup>th</sup> day of December 2022.

ATTEST:

**CITY OF PALM COAST**

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A – Concession Lease Agreement with Loopers at the Palm Harbor Golf Club, LLC



## CONCESSION LEASE AGREEMENT

**THIS CONCESSION LEASE AGREEMENT** ("Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date") by and between Loopers at Palm Harbor Golf Club, LLC, a Florida limited liability company, with offices at 310 South Central Avenue, Flagler Beach, FL 32136, and its assigns ("Tenant"), and the **City of Palm Coast**, a Florida municipal corporation, with offices at 160 Lake Avenue, Palm Coast, Florida 32164, herein called ("City").

### **WITNESSETH:**

**WHEREAS**, City controls, owns, operates, and maintains a golf course in the City of Palm Coast, Florida known as the Palm Harbor Golf Course ("Golf Course"), with the power to grant rights and privileges with respect thereto; and

**WHEREAS**, Tenant is engaged in the business of operating food and beverage facilities; and

**WHEREAS**, City, on the terms and conditions herein contained, is willing to grant to Tenant the right to operate the food and beverage concession at the Golf Course and lease a portion of the Clubhouse to Tenant for said operations;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants contained herein, City and Tenant agree as follows:

#### **1. Leased Premises.**

- A.** City hereby provides Tenant with lease space located within the Palm Harbor Clubhouse ("Clubhouse") at the Golf Course, 100 Cooper Lane, Palm Coast, Florida 32137 ("Leased Premises") as detailed in "Exhibit A", Description of Leased Premises, attached hereto and incorporated herein by reference. The Leased Premises is provided to Tenant "as is".
- B.** During the term of this Agreement, Tenant shall, at its own cost and expense, and to the satisfaction of the City, provide normal and routine daily maintenance of the Leased Premises, designed to keep both Leased Premises and any equipment or fixtures located thereon clean, in good working order, sanitary and in a safe condition, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with both a high-quality public golf course and a high-quality food and beverage concession operation. For the avoidance of doubt, it is the intention of the parties that Tenant is responsible for the condition of the Leased Premises including any furniture, fixtures, equipment, and other property contained therein. All repairs and all replacements shall be at Tenant's sole cost and expense. Tenant is also solely responsible for any damages to the Clubhouse structure, including, but not limited to, foundational damages, pipe damages, and electrical wiring damages, but only to the extent such damages are caused by Tenant's negligent and/or reckless acts and/or omissions in the operation of Tenant's business. Any damage to the Clubhouse caused by Tenant

or Tenant's employees, patrons, guests or invitees shall be immediately reported to the City.

- C.** Tenant acknowledges that from time to time, special events, group outings and City golf programs ("Events") take place at the Golf Course that may require catering services on site. At least one time per year, Tenant shall publish a menu of catering options. Such options shall be at comparable market rates as other caterers in Flagler County. Upon sixty (60) days advance notice to Tenant, Tenant shall accommodate the catering needs of such Events and shall provide adequate seating space within the Leased Premises. In those circumstances where sixty (60) days advance notice is not possible to provide, Tenant shall use commercially reasonable efforts to cooperate with and accommodate the Event sponsor's catering needs. This Agreement does not preclude the City or a third party event coordinator utilizing the Golf Course from hiring and utilizing an outside catering business to cater Events in the event Tenant cannot meet the City's catering needs pursuant to this Agreement.
- D.** Upon written approval of City, which shall not be unreasonably withheld, kiosks, patio-type tables and similar facilities may be located in other areas of the Golf Course if doing so is warranted for enhanced customer service and does not interfere with other Golf Course activities. In addition, City may provide Tenant with access to additional storage facilities located in other areas of the Golf Course outside of the Leased Premises.
- E.** Upon written approval by City, which shall not be unreasonably withheld, and after obtaining any required permits, Tenant may put signage on the Clubhouse. All signage shall be in accordance with local law.
- F.** In addition to the use of the Leased Premises as described herein, Tenant shall possess a non-exclusive right of ingress and egress to and from the Leased Premises through areas designated by the City, subject to Golf Course rules and regulations, including security regulations, as may be amended from time to time, provided that Tenant's exercise of such right shall not impede or interfere unduly with the operation of the Golf Course by City, its patrons and other authorized occupants.
- G.** Tenant shall also have the right to the use of reasonably adequate parking facilities for its employees, which facilities shall be located in an area designated by the City for employee parking. Only Tenant employees working pursuant to this Agreement shall use the employee parking facilities.
- H.** With at least 24 hours' notice to Tenant, City shall have the right to enter upon the Leased Premises, for any legitimate safety or business purpose, including without limitation, inspecting the Leased Premises or for making improvements or repairs thereto or thereon.
- I.** Tenant shall not place or install any racks, stands or other display of merchandise or trade fixtures in any Golf Course property outside the boundaries of the Leased Premises without the express prior written consent of City.

- J.** Tenant acknowledges and agrees that City shall have the right at all times to change, alter, expand, and contract the Golf Course. Notwithstanding the foregoing, any changes that will affect the Leased Premises, except changes needed for immediate health and safety reasons, will be made after first providing Tenant with at least sixty days (60) notice and an opportunity to consult and collaborate. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that the Golf Course (i) may from time to time hereafter undergo renovation, construction, and other modifications; and (ii) the City may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Tenant's business. Any shutdown of more than 9 holes of the Golf Course, the Clubhouse or the Leased Premises for a period of more than seven (7) consecutive days shall result in a similar reduction in the Rent.
- K.** City will maintain the Golf Course, establish and enforce Golf Course rules and regulations, and City may, in its discretion, temporarily close portions of the Golf Course for maintenance purposes, and make changes to the Golf Course including changes in the location of driveways, entrances, exits, parking spaces, parking areas, and the direction of the flow of traffic.
- L.** Notwithstanding Section 1.J above, Tenant hereby waives all claims against City and releases City from all losses that Tenant may suffer or incur arising out of or in connection with any changes to the Golf Course or any portion of the Golf Course, and Tenant further agrees that Tenant will not be entitled to any rent abatement or any other rent relief in connection with said changes to the Golf Course other than what is provided for in Section 1(J).
- M.** Tenant shall not make any alterations, additions, or other improvements to the Leased Premises or any part thereof, without first obtaining the written consent of City, which shall not be unreasonably withheld. Authorized alterations, or additions, and/or other improvements, including replacements of equipment, shall be made at Tenant's sole cost and expense. Alterations, additions, and other improvements which are part of the structure or a fixture to the structure shall become the property of City at the expiration or termination of this Agreement. Tenant is responsible for ensuring that all required permits are issued prior to any such alterations, additions or other improvements. Any permits required for such alterations, additions and/or improvements shall be at Tenant's sole cost and expense. Tenant shall not have the right to create or permit the creation of any lien attaching to interest in the Leased Premises as a result of any construction, alterations or additions. Nothing in this Agreement shall be interpreted as granting City approval or consent for any permits, development orders, licenses or other certifications that may be required by law.
- N.** Upon sixty (60) days advance written notice by Tenant to City, and written approval by City, which approval shall not be unreasonably withheld, Tenant may use the greens in front of the Leased Premises for events. Such use must not negatively impact golf operations.
- O.** Upon request by City, but no more often than once every twelve (12) months, Tenant will provide access to City to review the Tenant's most recent annual report including a statement of revenues and expenses, a balance sheet and a

statement of cash flows, all certified as true and correct by the preparer, within 30 days of City's request.

- P. Tenant must provide employees to accept all deliveries for Tenant's operation. City staff is not authorized to accept deliveries on behalf of Tenant.
- Q. Tenant shall have the right, in its sole discretion, to operate a beverage cart on the Golf Course property. Operation of the beverage cart shall comply with all Palm Harbor Golf Course rules and regulations for golf cart operation.

## **2. Concession Rights Granted**

- A. For and in consideration of the prompt payment of the compensation to City as hereinafter provided, City hereby grants to Tenant, subject to all of the terms and conditions herein, the exclusive right and obligation to operate and maintain the food and beverage services operation as set forth herein.
- B. Tenant shall not use nor permit the Leased Premises to be used for any purpose other than as set forth herein except with the prior written consent of City, nor for any use in violation of any applicable law, ordinance, rule or regulation of any governmental authority, agency, department or officer thereof.

## **3. Tenant Responsibilities and Standards of Conduct**

- A. Tenant shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the Tenant under this Agreement as well as the conduct of its staff, personnel, employees, and agents.
- B. Tenant shall maintain standard business practices as outlined in the Tenant's business plan, attached hereto and incorporated herein as Exhibit "C".
- C. Tenant shall have a manager or an employee with management authority on the Leased Premises at all times Tenant is open for business.
- D. During the term of this Agreement, Tenant must maintain its own liquor license.
- E. If the City determines that any employee or representative of Tenant is demonstrating improper conduct inconsistent with the requirements of this Agreement, has engaged in criminal activity on the Leased Premises, Clubhouse, or the Golf Course, or is otherwise interfering with golf course operations, the City shall so notify the Tenant in writing. Tenant shall immediately remove such employee or representative of the Tenant from the Leased Premises.
- F. Tenant agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services and rights granted hereunder. All equipment, devices, and material, utilized by Tenant, shall be installed, and used in accordance with the listed limitations and the manufacturers' instructions.

- G.** Tenant shall ensure that all services hereunder are provided after the Tenant has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents from all applicable federal, state and local agencies.
- H.** Tenant shall be open for service to the public seven days a week for a minimum of 8 hours a day. Service to the public shall not extend past 11:00 p.m. Operations may be closed for Thanksgiving and December 24 and December 25. Such closures shall be noticed to the public no less than one week in advance. Tenant shall coordinate with the City for a minimum of one period of reduced operations annually that is not less than five calendar days for performance of scheduled maintenance required by City and Tenant.
- I.** Tenant will pay 50% of the water and sewer utility costs for the Clubhouse only. City will bill Tenant the cost for water and sewer utilities on a monthly basis and Tenant shall pay half of the cost to the City within 30 days. If in the future, water and/or sewer for the Leased Premises become metered, Tenant will be responsible for actual cost. Electric consumption for the Leased Premises will be metered and billed to Tenant. Tenant is responsible for all other utilities including, but not limited to, propane, telecom, internet and any facility/food and beverage reservation system for the Leased Premises.
- J.** Tenant is responsible for required inspections of any fire suppression equipment and range hood inspections within the Leased Premises.
- K.** Tenant will install and maintain an under-sink grease interceptor. All grease interceptor cleanings, pick up and maintenance, including the under-sink grease interceptor and the larger grease interceptor outside of the Clubhouse on Golf Course property, are the responsibility of Tenant.
- L.** City will provide solid waste removal for the Leased Premises. Tenant is responsible for transferring its refuse from the storage area to the dumpster located at the Golf Course maintenance building at the close of business each day. Tenant shall ensure that there is no refuse in the storage area adjacent to the Clubhouse remaining overnight. City will provide use of City golf utility vehicles during Golf Course business hours for the purpose of transferring the refuse, if such vehicles are available. After Golf Course business hours and when not available during Golf Course business hours, Tenant is responsible for its method of transferring the refuse. Further, repairs or replacement of City golf utility vehicles resulting from damage caused by Tenant's use of the City golf utility vehicles shall be at Tenant's sole cost and expense.
- M.** Live music is permitted between the hours of 10 a.m. – 10 p.m. on Friday and Saturday. All other days live music is permitted between the hours of 12 p.m. – 8 p.m. Tenant may extend these hours upon written approval by City. Live music may not exceed a volume considered disruptive, as determined by City, to golf course operations and the neighboring residential uses.
- N.** Tenant and City agree to meet on a quarterly basis, or as otherwise warranted, to discuss and coordinate services and upcoming events.

**4. Rent.** Tenant shall compensate the City on a monthly basis for the Leased Premises beginning on March 1, 2023, or the date of issuance of the Certificate of Occupancy for the Leased Premises, whichever occurs last, at a rate of \$9.00 per square foot equaling \$17,982.00 for the first year, \$1,498.50 per month for the first year. Rent shall be due on the first day of each month. Each year thereafter on March 1<sup>st</sup> the annual rental rate shall be increased by 3.0%.

**5. Term and Termination.**

**A.** Unless sooner terminated in accordance with the terms of this Agreement, this Agreement shall continue in effect for five (5) years (“Term”) commencing on January 16<sup>th</sup>, 2023, or upon exit of the current tenant, whichever occurs first, with one Tenant option to renew for an additional five-year period, followed by two, five-year options to renew thereafter upon mutual agreement in writing of Tenant and City, which will not be unreasonably withheld. Tenant recognizes that the City may decline the second or third renewal period, or reduce it, only if the City has substantial physical updates or changes planned to the Golf Course or the Leased Premises within the second or third renewal term. In such case, City shall extend an exclusive right of first refusal to Tenant for any new restaurant or concession leases at the Golf course. Tenant’s requests for renewal must be in writing and received by the City no less than 12 months prior to the termination of the then current Term.

**B.** In the event that Tenant, without request or objection by City, shall continue to occupy the Leased Premises beyond the Term of this Agreement, such holding over shall not constitute a renewal of this Agreement, but shall be considered a month-to-month tenancy only upon all terms and conditions of this Agreement. No such holdover shall be deemed to operate as renewal or extension of the Term. Such month-to-month tenancy may be terminated by City or Tenant by giving thirty (30) days’ written notice of said termination to the other party at any time.

**C.** City shall have the right to terminate this Agreement for material breach by way of a written notice, in the event Tenant defaults on any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of default. Notwithstanding the foregoing, City shall have the right to immediately terminate without the thirty (30) day cure period, should Tenant be shut down by the State health department, or other authorized health and safety authority, except if the shutdown is due to structural reasons or other reasons not the fault of Tenant. Material breaches of this Agreement include but are not limited to, (i) failure to pay rent and applicable taxes within thirty (30) days of the due date, (ii) insolvency, abandonment/vacancy of the Leased Premises for a period of thirty (30) consecutive days, (iii) conviction of any principal, manager, officer or director of Tenant of a felony, (iv) failure to maintain the required insurance coverage as per Section 7 of this Agreement (v) subletting the Leased Premises (vi) appointment of a receiver over the Tenant’s assets and (vii) failure to follow Tenant’s business plan.

**D.** Upon receipt of a notice for any termination herein, the parties shall cooperate with each other and use all commercially reasonable efforts to affect a smooth transition process. Tenant shall return and make available to City all supplies,



equipment, materials, inventory, fixtures and other property provided by City to Tenant and vacate the Leased Premises before the date indicated in the notice of termination. Tenant may take any equipment that it purchased for use at the Leased Premises. However, if Tenant determines to sell the equipment, it shall give City first right of refusal to purchase any or all such equipment at the then current market value.

## **6. Indemnification**

- A.** Tenant shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Tenant, its agents, servants, officers, officials, employees, or subcontractors. This obligation shall survive the termination or expiration of this Agreement.
- B.** Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.
- C.** In claims against any person or entity indemnified under this Section by an employee of Tenant or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Tenant or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

## **7. Bonds and Insurance**

- A.** Tenant, at its sole cost and expense, shall, at all times, maintain insurance and bonds as set forth in Exhibit B Insurance Requirements.
- B.** If Tenant fails to maintain the required bonds and insurance coverage and City does not elect to obtain the necessary coverage on Tenant's account, the City may deny Tenant entry to the Leased Premises until such time as Tenant obtains the necessary coverage. In the event that the required bonds and insurance coverage lapses for a period of more than 15 days, the City shall have the right to immediately terminate this Agreement and remove the Tenant from the Leased Premises.

- 8. Notice** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Tenant at the following address:

Jamie Bourdeau  
310 South Central Avenue  
Flagler Beach, FL 32136

To City at the following address:

City Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

#### **9. E-Verify Registration and Use**

**A.** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Tenant shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Tenant employees hired on and after January 1, 2021.

**B. Subcontractors**

(i) Tenant shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Tenant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Tenant shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.

**C.** Tenant must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Tenant stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

**D.** Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to City. Tenant shall be liable for all costs incurred by City to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

#### **10. Public Records**

**A.** The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If Tenant is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Tenant shall:

(i) Keep and maintain all public records required by City to perform the Services herein; and

(ii) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if Tenant does not transfer the records to City; and

(iv) Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Tenant or keep and maintain public records required by City to perform the Services herein. If Tenant transfers all public records to City upon completion of the Agreement, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tenant keeps and maintains public records upon completion of the Agreement, Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format compatible with the information technology systems of City.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to City. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, Tenant shall fully indemnify and hold harmless City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Tenant's failure to comply with these requirements.

**C. IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

## **11. Miscellaneous**

**A. Assignment or Subletting.** Tenant shall not assign this Agreement, any rights under this Agreement or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City, which shall not be unreasonably withheld. Tenant is expressly prohibited from subletting the Leased Premises.

**B. Choice of Law, Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida. City and Tenant, in the event of litigation under this Agreement, hereby waive, to the fullest extent permitted by law, any right to a trial by jury.

**C. Entire Agreement.** As of the Effective Date above, this Agreement constitutes the entire understanding between City and Tenant. Neither this Agreement nor any provision hereof may be changed, modified, waived, discharged or

terminated except by an instrument in writing signed by the party against whom the enforcement of any such change, modification, or amendment is sought.

- D. Force Majeure.** Neither party shall be considered in default of performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by the following force majeure events ("Force Majeure Events: (a) acts of God; (b) flood, fire, hurricanes, or forced closure due to a pandemic; (c) war, invasion, terrorist attacks or riots (d) government order or law; (e) national or regional emergency; and (g) other events beyond the reasonable control of the impacted party. If the Leased Premises are not usable as a result of a Force Majeure Event, the Lease Fee shall be abated until the Leased Premises is capable to return to use.
- E. Legal Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney fees (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. This provision shall survive the termination or expiration of this Agreement.
- F. No Joint Venture or Partnership.** Nothing contained in this Agreement shall create or be deemed to create any partnership or joint venture relationship between City and Tenant, nor be construed to give City any interest in the business of Tenant, and Tenant shall have no power or right to obligate or bind City in any manner whatsoever.
- G. No Waiver.** In the event Tenant shall fail to perform any of the terms or conditions of this Agreement, City shall have all equitable and legal rights and remedies permitted by law, including, without limitation, the right to terminate this Agreement effective immediately. No waiver by City of any default or breach of this Agreement shall be considered a waiver of any other or subsequent default or breach.
- H. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Agreement.

**TENANT**

\_\_\_\_\_

**CITY**

**CITY OF PALM COAST**

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

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

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

Name: Denise Bevan

Title: \_\_\_\_\_

Title: City Manager

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

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

**Exhibit A**  
**Description of Leased Premises**

**Leased Premises:**

The Leased Premises located at the Palm Harbor Golf Course Clubhouse, 100 Cooper Lane, Palm Coast, Florida 32137, and includes the restaurant, made up of the indoor dining room with bar, the indoor kitchen, kitchen office and the outdoor patio. There is also an approximate 21' long by 5' wide outdoor fenced-in storage location adjacent to the west side of the Clubhouse included in the Leased Premises along with an additional private locked storage room of approximately 10' by 12' in the Golf Maintenance building. The legal capacity for the indoor dining room is 78 pursuant to the Fire Marshall's Capacity Rating.

**Square Footage**

For pricing purposes, the square footage of the Leased Premises is 1998 square foot as follows:

AREA	GROSS SQ. FT.	% DISC	ADJ SQ. FT.
Kitchen Office – 8.5'X14'	119	0%	119.00
Indoor Dining – 22'X31'	682	0%	682.00
Kitchen – 14.5'X29'	420.5	0%	420.50
Patio – 19.5'X67'	1306.5	50%	653.25
Bar – 8.5'X14.5'	123.25	0%	123.25
Fenced storage area – 5'X21'	105	100%	0.00
Maintenance Garage storage closet – 8'X12'	96	100%	0.00
		<b>TOTAL</b>	<b>1998.00</b>



**EXHIBIT B  
INSURANCE AND BOND  
REQUIREMENTS**

**1. GENERAL REQUIREMENTS.**

- 1.1.** Prior to performance under this Agreement, Tenant shall furnish City with a Certificate of Insurance evidencing the Property and Casualty (an all-risk policy for full replacement value of all Leased Preises improvements, structures, equipment and personal property, Liquor Liability Insurance, Pollution Liability Insurance, Workers' Compensation/Employer's Liability, Commercial General Liability, and Automobile Liability Insurance. The City, its officials, officers, and employees shall be named Loss Payee under the Property and Casualty Insurance and Additional Insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the City shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. The insurance provided by Tenant shall apply on a primary basis and any other insurance or self-insurance maintained by the City or the City's officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the Tenant. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2.** Tenant waives all rights against City for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3.** Compliance with the insurance requirements set forth herein shall not relieve Tenant, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.4.** Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida. In addition, such companies other than those authorized by Section 445,57, Florida Statutes, shall have and maintain a Best's Rateing of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

**2. COVERAGE AMOUNTS.**

**2.1. Workers' Compensation/Employer's Liability.**

- A. Workers Compensation Coverage** SUPPLIER'S insurance shall cover Tenant for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.

- B. Employers Liability Coverage**
- \$500,000.00 (Each Accident)
- \$500,000.00 (Disease-Each Employee)
- \$500,000.00 (Disease-Policy Limit)

**2.2. Commercial General Liability.**

	LIMITS
General Aggregate (per project)	\$2,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

**2.3. Automobile Liability Insurance.**

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

**2.4. Liquor Liability Insurance**

	LIMITS
	\$1,000,000.00

**2.5. Pollution Liability Insurance**

	LIMITS
	\$1,000,000.00

**2.6. Property and Casualty** (an all-risk policy for full replacement value of all Leased Premises improvements, structures, equipment and personal property)

**3. Bonds**  
 Comprehensive Dishonesty, Destruction and Disappearance (3-D Bond): Tenant shall obtain and maintain throughout the term of this Agreement (including any renewal period) a 3-D Bond, or equivalent, in an amount not less than Two Hundred Thousand Dollars (\$200,000.00), or limit carried, whichever is greater, from a surety or insurance company authorized to conduct business in the City acceptable to the City covering as a minimum Depositor's Forgery and all employees who may handle funds or property in connection with the Golf Course.

**EXHIBIT C  
BUSINESS PLAN**

Request for Proposal:  
Concession Lease Agreement for the  
Palm Harbor Golf Course  
RFP #: RFP-PR-22-74  
September 2022

## SECTION 1 – PROPOSAL EXECUTIVE SUMMARY

The Palm Harbor Golf Course is an 18- hole golf course that sits on 160 acres and reopened in November of 2009 after major renovations. It is open to the general public year-round and hosts approximately 54,000 rounds of golf per year. The golf course club house is an efficient modular building that includes a covered deck and is shared with the pro-shop and is currently being occupied by The Green Lion Café.

The purpose of this document is to put forth a proposal for The City of Palm Coast regarding the concession and restaurant services to the Palm Harbor Golf Course, RFP-PR-22-74. The City of Palm Coast is looking for a tenant to operate the bar, restaurant, kitchen, and indoor/outdoor seating area, seven days a week for a minimum of 8 hours per day with service not extending past 11pm. The lessee will need to provide food and beverage catering services, a full liquor bar and concessions service, and will supply all applicable permits and licenses required for the food and beverage service. All terms and conditions of the RFP are understood and acknowledged by the project proposer, Jamie Bourdeau.

Jamie Bourdeau is the owner of Beach Front Grille, a casual, neighborhood sports bar that was established in November of 2014. The restaurant is located at 2444 S. Ocean Shore Blvd. on A1A in Flagler Beach, Florida. In 2016, Beach Front became quite popular in the community when Jamie started Burger Tuesday, which included a half pound burger and fries for \$5 and \$6. The restaurant offers three different bars for patrons to enjoy, one that overlooks the ocean, one in the back dining area, and one located on the patio. There are also 25 televisions in the restaurant, so no sporting event goes unwatched.

Over the years, Jamie has made a positive impact on the community due to his generosity. Last year, 248 meals were donated at Thanksgiving and Christmas to two different meal drives in the area. Every Thursday is Veterans Day at Beach Front, where \$8 meals are offered to each and every Veteran. Multiple blood drives are hosted each year along with benefits and donated gift cards for neighborhood raffles. The most anticipated event, however, is Jamie's Irish Open Golf Outing. This happens every year in March and all proceeds from the

event go to the Flagler Beach Police Department and the Flagler County Emergency Services. An outstanding \$12,000 was raised last year from this event.

The pages that follow detail a staff business plan for The Palm Harbor Golf Course concession and restaurant operation. We have developed a menu and pricing plan, branding plan, and have proposed additional services as well as including license, health department records, and references. The goal of this proposal is to be the restaurant and bar of choice for all golfers and their guests, as well as to impress outsiders invited to experience the Palm Harbor Golf community. The success of the restaurant will center on our proposed innovations and the approaches we will take to attract new golfers and/or patrons.

Realizing the importance of the foregoing, our team will spend considerable amounts of time on selecting the menu choices, preparing food purchases, selecting tabletops, serving pieces and other equipment, as well as developing the procedures manual, all of which are designed to create a great first impression. Extra attention will be paid to marketing our operation more effectively, monitor food and beverage cost ratios on a routine basis, training the operations personnel to invariably provide professional and friendly service, setting clear objectives, establishing a roadmap for the future and by “hitting our mark” everyday the operation is open for business. This new amenity presents the framework that we can build around to create something exciting and extraordinary for Palm Harbor, their guests, and outsiders invited to visit the community.

## **SIGNIFICANT TEAM MEMBERS**

- Jamie Bourdeau  
(610) 392-8474  
[jamiebourdeau@gmail.com](mailto:jamiebourdeau@gmail.com)
- Dudley Shaw  
(386) 793-9684  
[dudleyshaw2@gmail.com](mailto:dudleyshaw2@gmail.com)
- Cierra Katz  
(570) 360-2044  
[cierrakatz21@gmail.com](mailto:cierrakatz21@gmail.com)
- Cory Ryan Dougherty  
(860) 303-8902  
[bluzrider1@netscape.net](mailto:bluzrider1@netscape.net)
- Jacelyn Lepaoja  
(860) 367-1886  
[jlepaoja@yahoo.com](mailto:jlepaoja@yahoo.com)
- Alexander Rami  
(386) 864-5634

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SECTION 3 – PROJECT UNDERSTANDING AND PROPOSALS

**BUSINESS PLAN**

# Loopers

at Palm Harbor Golf Course



Est. 2022

## **MISSION STATEMENT**

Loopers is a new restaurant on the Palm Harbor golf course that aims to serve its guests great food and cocktails at an affordable price while enjoying a quiet, relaxing atmosphere. We pledge the utmost satisfaction to all patrons with every opportunity, by offering personal attention to detail, value, service, and quality foods and beverages. We value our customers, community, and employees and we are committed to continuously improving our operations and enhancing our customer experience.

## **EXECUTIVE SUMMARY**

Loopers was established in 2022 and is intended to be a full-service restaurant that serves breakfast, lunch, and dinner. It is located overlooking the driving range at the Palm Harbor golf course located in Palm Coast, Florida. The facility will seat 88 people. This allows for roughly 40 seats inside and 48 seats on the outside deck. The menu is influence by American cuisine and family recipes. The restaurant is located inside the golf course club house and is open to the general public year-round, seven days a week (excluding some holidays).

The revenues will come from 4 different elements of the restaurant operations:

1. Breakfast will feature an assortment of breakfast sandwiches and classic breakfast dishes. Grab and go options will be available for golfers.
2. Lunch will feature sandwich specials that will change daily, along with our weekly specials. Grab and go options will be available for golfers.
3. Dinner will feature weekly specials of fresh fish, prime rib, and barbeque options.
4. Bar operations will include a full bar that will provide guests with specialty drinks, craft beer, and assorted wines. Happy hour will be from 3pm-6pm everyday where guests can enjoy discounted house cocktails, domestic beers, and half-off appetizers. In order to enhance the experience, we will provide music/entertainment that will include single individuals that will provide easy-listening music to enjoy during dining hours.

The mission and objective of the operation is to bring together a casual atmosphere enhanced by a golf course location that will appeal to residents and visitors. The key to success will be the quality in our products, unmatched service, and relaxing atmosphere. The owner, Jamie

Bourdeau and management will have the unique expertise and skills to start and run the business, along with an extensive network of contacts in the variety of fields what will be invaluable to Loopers success.

The following pages will support a reasonable option that Loopers can achieve a favorable financial performance.

## PROPOSED MENU AND PRICING

# SPECIALTY COCKTAILS

### **JOHN DALY            \$9**

Titos Vodka, Fresh brewed Iced Tea, and Lemonade.

### **TRANSFUSION        \$10**

Grey Goose Vodka, Concord Grape Juice, Lime, and Ginger Ale

### **MANHATTAN        \$11**

Woodford Reserve bourbon, Sweet vermouth, and Angostura Orange bitters.

### **LOOPERS MOJOTO \$11**

Fresh Mint and Limes, Bacardi Superior Rum, Simple Syrup, and

### **SWEET “TEE” MULE    \$9**

Deep Eddy’s Sweet Tea Vodka, Ginger Beer, and a splash of lime juice.

### **THE BIRDIE        \$10**

Hendricks Gin, St Germain, Lime Juice, Simple Syrup, and Fresh Mint

### **OLD FASHIONED \$11**

1972 Bourbon, Simple Syrup, and Aromatic Bitters, garnished with an orange peel and A maraschino cherry.

### **THE AZALEA        \$9**

Ketel One Vodka, Pineapple Juice, Lemon Juice, and Grenadine. Club Soda.

**FLORIDA HEAT MARGARITA \$11**

Muddled Jalapenos and Cucumber,  
Patron Silver Tequila, Triple Sec, and  
Lime Juice with a Salted Rim.

**PALM HARBOR BLOODY MARY \$10**

Titos Vodka, Zing Zang Bloody Mary Mix,  
Old Bay Rim, and a Skewer of Shrimp,  
Pepperoni, Cheese, and Peperoncini.

## **BREAKFAST**

**BREAKFAST SANDWICHES 5.25**

Two eggs on your choice of toast, bagel, or  
English muffin, choice of breakfast meat, and  
Cheese.

**BREAKFAST BURRITO 11.99**

Scrambled eggs, onions, peppers, ham,  
Cheddar jack cheese, and breakfast potatoes.

**STEAK AND EGGS 16.99**

8oz in house cut ribeye steak, served with  
two eggs, choice of breakfast meat,  
toast.

**CLASSIC EGGS BENEDICT 12.49**

Two poached eggs and ham on a toasted  
English muffin, topped with our homemade  
hollandaise sauce served with breakfast potatoes.

**BREAKFAST SKILLET 14.99**

Home fries with onions, bell peppers, and  
Cheese, topped with two eggs your way, and a

**GOLDEN STACK OF PANCAKES 8.49**

three golden stacked pancakes served with butter  
and syrup. Served with your choice of breakfast meat.

**CLASSIC FRENCH TOAST 12.49**

three pieces of fresh brioche bread dipped in cinnamon and  
and vanilla, served butter and syrup. Choice of breakfast meat.

**AVOCADO TOAST 11.99**

fresh avocado on sourdough bread with a poached egg  
and sesame seeds.

**WARM STICKY BUN 9.99**

a warm, mouthwatering sticky bun topped with your choice  
of walnuts, peanut butter cream cheese, or cream cheese icing.

**FRESH FRUIT AND YOGURT 9.49**

seasonal fresh fruit over your choice of plain or vanilla  
yogurt, topped with granola.

Choice of breakfast meat. Served with toast.

## SOUPS

### **SOUP OF THE DAY 4.99/5.99**

made fresh, sometimes 2-3 times a day

### **NEW ENGLAND CLAM CHOWDER 4.99/5.99**

### **FRENCH ONION SOUP 6.49**

traditional onion soup with a hint of

sherry served with a French bread crouton topped with melted swiss and provolone.

## WINGS

**JUMBO WINGS:** sold by orders of 10

**BONELESS WINGS:** (sold by weight)

small, medium, large

**SAUCES:** BBQ, Garlic Parm, Honey Sriracha,

Teriyaki, Hot, Medium, Mild, Sweet Heat.

**10/SMALL 14.99 | 20/MED 20.99 | 30/LG 30.99**

## APPETIZERS

### **SHRIMP COCKTAIL 15.99 {GF}**

ten extra-large shrimp, served with lemon and cocktail sauce

### **SPINACH & ARTICHOKE DIP 12.49**

a creamy blend of three cheeses, spinach, artichokes, and seasonings served warm with fresh tortilla chips.

### **QUESADILLAS 10.99/EA**

baked and topped with melted cheese, lettuce, diced tomatoes and jalapenos. Sour cream and salsa on the side.

**CHICKEN** - sauteed chicken with peppers and onions.

### **CHICKEN TENDERS 9.99**

crispy and juicy strips of chicken, deep-fried to a golden brown. Served with a choice of sauce.

### **MOZZARELLA STICKS 10.49**

fresh mozzarella stuffed with chopped portobello mushrooms and roasted red peppers, coated in Seasoned panko and served with homemade marinara.

### **COCONUT SHRIMP 11.49**

7 jumbo shrimp tossed in a Yuengling batter and coated with toasted coconut panko breadcrumbs. Served with a side of sweet chili sauce.

### **BASKET OF FRIES 5.99**

**VEGGIE** – spinach, mushrooms, onions, roasted red peppers, and Monterey jack cheese.

**CHEESE** – filled and topped with Monterey jack cheese only.

**BBQ RIBLETS 12.99**

7 juicy riblets brushed with our own homemade bourbon infused BBQ sauce

**BASKET OF SWEET POTATO FRIES 6.99**

**BASKET OF ONION RINGS 7.99**

**BASKET OF HOUSE MADE CHIPS 4.99**

**SCALLOP GRUYERE {MP}**

fresh sea scallops broiled in white wine butter and lemon, topped with fresh mozzarella cheese, served with garlic bread.

# SALADS

**SIRLOIN STEAK SALAD 16.99 {GF}**

grilled 6oz sirloin steak with grilled portobello mushrooms, tomato, red onion, and crumbled blue cheese on fresh, mixed greens

**SALMON SALAD 15.99 {GF}**

broiled 6oz salmon served on a bed of fresh mixed greens with grilled and chilled asparagus, artichokes, almonds, capers, grape tomatoes, and red onions.

**GRILLED CHICKEN COBB SALAD 14.99 {GF}**

fresh mixed greens topped with grilled chicken. Black olives, chopped bacon, freshly chopped hard-boiled eggs and blue cheese crumbles.

**CHICKEN CAESAR SALAD 13.99**

grilled chicken served on fresh romaine lettuce with garlic croutons, parmesan cheese and Caesar dressing on the side.

**GRILLED SHRIMP CAESAR 14.99 {GF}**

**DRESSINGS**

BALSAMIC VINAIGRETTE · BLEU CHEESE  
RANCH · CREAMY ITALIAN · THOUSAND ISLANDS  
HONEY MUSTARD · OIL & VINEGAR

**GRILLED PORTABELLO SALAD 11.99 {GF}**

grilled portobello, goat cheese, grilled then chilled asparagus, roasted red peppers, cucumbers, and tomatoes served on fresh mixed greens.

**SPINACH AND CHICKEN SALAD 13.99**

grilled chicken, chopped bacon, red onion, goat cheese, and grilled peaches on a bed of baby spinach served with a side of warm bacon vinaigrette.

**ORIENTAL CHICKEN SALAD 13.99**

fresh mixed greens, topped with mandarin oranges, mushrooms, oriental noodles, red onion, crispy wontons, and grilled chicken.



**HOUSE SIDE SALAD 4.99**

**HOUSE SIDE CAESAR 5.99**

**FRESH MOZZARELLA SALAD 13.99 {GF}**

fresh mozzarella served on a bed of mixed greens  
with sliced tomatoes and artichokes. Topped with  
Balsamic glaze

## **SANDWICHES & WRAPS**

**All served with a choice of side: French Fries, Homemade Chips, or Cole Slaw**

**TRIPLE DECKER CLUB 12.49**

Your choice of turkey, ham, or roast beef  
Served on your choice of toasted bread with  
Lettuce, tomato, bacon, and mayo.

**CORNED BEEF REUBEN 12.49**

sliced corned beef on marble rye bread  
with swiss cheese, sauerkraut, and Russian  
dressing.

**PULLED BBQ PORK 11.99**

Tender pork shoulder slow roasted with  
our homemade bourbon BBQ sauce, topped  
with cole slaw and an onion ring.

**TUNA MELT 12.49**

white albacore on your choice of toasted  
bread with provolone cheese, lettuce, and  
tomato.

**CHEESEBURGER 13.99**

topped with your choice of cheese, bacon,  
lettuce and tomato. Served on a toasted brioche  
Roll

**VEGGIE WRAP 11.99**

portobello mushroom, roasted red peppers, fresh  
mixed greens, carrots, tomato, and red onion with  
Balsamic glaze.

**STEAK WRAP 11.49**

sliced prime rib with sauteed onions and mushrooms,  
provolone cheese, and horseradish cream sauce.

**BUFFALO CHICKEN WRAP 10.99**

deep-fried boneless wings tossed in your choice of  
buffalo sauce, with lettuce, tomato, cheddar jack  
cheese, and a choice of ranch or blue cheese dressing.

**CHICKEN FLORENTINE WRAP 12.99**

grilled chicken, wrapped with sauteed spinach and  
tomato in a creamy bechamel sauce with fresh mixed  
greens and provolone cheese. **CLASSIC**

**PATTY MELT 14.99**

sauteed onions and swiss cheese served on grilled  
rye bread.

# **DINNER ENTREES**

All served with Soup or Salad and a choice of Baked Potato, Vegetable, Wild Rice, or Fries.

## **RIB EYE STEAK 26.99 {GF}**

our 14oz in-house cut rib eye, lightly seasoned and grilled to perfection, and topped with garlic butter.

## **CRAB STUFFED HADDOCK 26.99**

an 8-10oz haddock fillet topped with a stuffing of premium crab meat and a blend of seasonings, then broiled with white wine garlic butter.

## **CHEFS SALMON 20.99**

our 6oz salmon filet, simply broiled or prepared by the chef's inspiration of the day.

## **SCALLOP GUYERE 23.99**

fresh sea scallops sauteed with white wine, butter, garlic, and lemon on a bed of angel hair pasta, served with garlic bread.

## **HALF/FULL RACK OF RIBS 18/26**

Slow cooked baby back ribs lightly brushed with Our bourbon infused BBQ sauce, served with your Choice of sides.

## **CAJUN CHICKEN DINNER 19.99 {GF}**

two 6oz chicken breasts, coated in Cajun seasoning and grilled to perfection.

# **KIDS MENU**

## **HAMBURGER 5.99**

## **CHEESEBURGER 6.99**

## **GRILLED CHEESE 5.99**

## **CHICKEN TENDERS 6.99**



## **BRANDING**

In order to actively shape our brand and who we are, we will pay close attention to the factors that will immediately affect the restaurant such as the naming, logo, fonts, décor, menu items, service speed and quality, and hours of operation. Remaining consistent with our service and great food will also maintain on brand and what we promise to offer. We will then quickly optimize our online business listings such as our Website, Google, Facebook, TripAdvisor, and Yelp. We will use these business listings and enhance them with additional information such as new photos, menu updates, and event information.

## **CATERING SERVICES**

Loopers will offer a variety of different catering including wedding catering, corporate catering, social event catering and concessions catering. The celebration of the event can either be held at our location or we can cater to other locations. Our method for delivery will include pick up: you pick up the food at the caterer's location, drop off: caterers will simply deliver the food in disposable containers, real display: for buffets and banquets, the caterer will prepare table and food service, and full service: you can have your meals professionally served and cooked on site.

The catering menu will be more flexible than the dining menu and will include a variety of options that would best fit the occasion. Pricing will vary depending on the amount of people, method of delivery, and menu choices.

## **PROPOSED SALE OF MERCHANDISE**

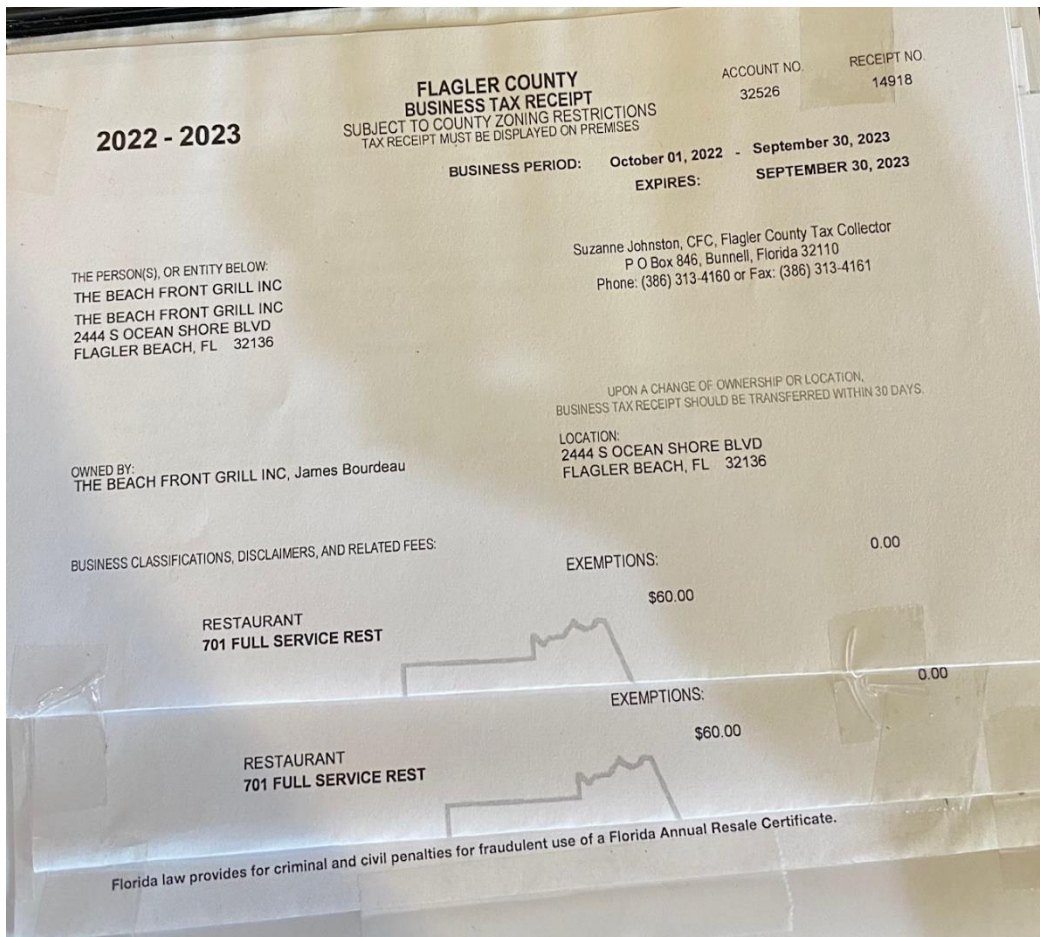
Short-sleeved T-shirts - \$20

Ball Caps - \$15

Koozies - \$7

Tumblers - \$12

**LICENSES HELD**





Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

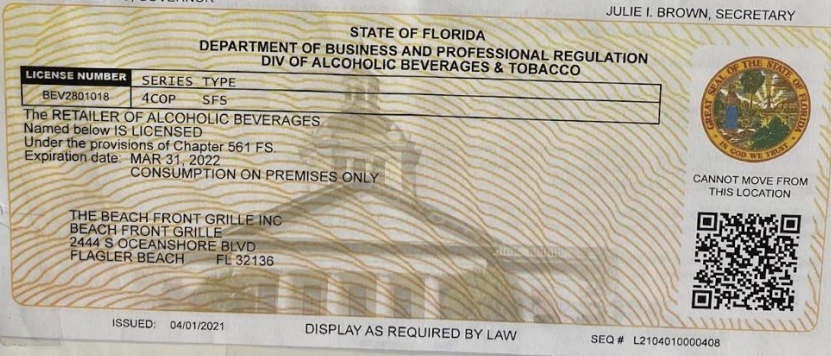
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RON DESANTIS, GOVERNOR

JULIE I. BROWN, SECRETARY



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DETACH HERE

RON DESANTIS, GOVERNOR

JULIE I. BROWN, SECRETARY





**CITY OF FLAGLER BEACH**  
 Post office Box 70, Flagler Beach, FL 32136


Number  
B231726

DATE ISSUED: 08/08/2022  
 VALID UNTIL 09/30/2023

**PROPERTY ADDRESS:** THE BEACH FRONT GRILLE, INC.  
 THE BEACH FRONT GRILLE, INC.  
 2444 S OCEAN SHORE BLVD  
 Flagler Beach, FL 32136

**MAIL TO** BOURDEAU, JAMIE  
 2444 S OCEAN SHORE BLVD  
 Flagler Beach, FL 32136

**ISSUED FOR:** Business



00060996	Business Tax Receipt RENEWAL	\$55.12
	Penalty:	0.00
	Total Billed:	55.12
	Amt Paid:	55.12
	Amt Due:	\$0.00

**EXPIRES** ▶ Sep/30/2023

**MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS**

Permit # D230032

**CITY OF FLAGLER BEACH**  
**DOG-FRIENDLY DINING PERMIT**  
 Permit valid July 13, 2022 through July 13, 2023

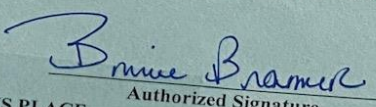
\$150.00




**Business Name:** Beach Front Grille, Inc.  
 2444 S. Ocean Shore Blvd.  
 Flagler Beach, FL 32136

**Issued To:** Jamie Bourdeau  
 2444 S. Ocean Shore Blvd.  
 Flagler Beach, FL 32136

*Note: This establishment shall meet all the requirements set forth by Florida Statutes Section 509.233 and the City of Flagler Beach Ordinance 2011-15*

  
 Authorized Signature

**MUST BE POSTED IN A CONSPICUOUS PLACE**



**DBPR ABT-6001 – Division of Alcoholic Beverages and Tobacco  
Application for New Alcoholic Beverage License**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form  
ABT-6001  
Revised 08/2013**

*If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:*

[Local ABT District Licensing Offices](#)

SECTION 1 - CHECK LICENSE CATEGORY				
License Series Requested <b>82-1701929</b>	Type/Class Requested	Do you wish to purchase a Temporary License? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Child License Requested <b>YES</b>	Number of Child Licenses Requested <b>1</b>			
<input checked="" type="checkbox"/> Retail Alcoholic Beverages	<input type="checkbox"/> Alcoholic Beverage Manufacturer			
<input type="checkbox"/> Beer/Wine/Liquor Wholesaler	<input type="checkbox"/> Passenger Waiting Lounge			
<input type="checkbox"/> Retail Tobacco Products Dealer Permit (must check one or more of the below)				
<input type="checkbox"/> Pipes <input type="checkbox"/> Over the Counter <input type="checkbox"/> Vending Machine				
SECTION 2 - LICENSE INFORMATION				
If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below.				
FEIN Number <b>82-1701929</b>	Business Telephone Number <b>386 693 4839</b>	E-Mail Address (Optional) <b>JAMIEBOURDEAU@gmail.com</b>		
Full Name of Applicant(s): (This is the name the license will be issued in) <b>DEPT FRONT QUITE INC</b>			Department of State Document # <b>28 8016568485-9</b>	
Business Name (D/B/A) <b>LOOPERS 19</b>				
Location Address (Street and Number) <b>100 Cooper Lane</b>				
City <b>PALM COAST</b>	County <b>Flagler</b>	State <b>FL</b>	Zip Code <b>32137</b>	
Mailing Address (Street or P.O. Box) <b>same</b>				
City		State	Zip Code	
Contact Person - This section is optional, see application instructions for details				
Contact Person <b>JAMIE BOURDEAU</b>	Telephone Number <b>610 342 9424</b> ext.			
E-Mail Address (Optional) <b>JAMIEBOURDEAU@gmail.com</b>				
Mailing Address (Street or P.O. Box) <b>100 Cooper Lane</b>				
City <b>PALM COAST</b>		State <b>FL</b>	Zip Code <b>32137</b>	



SECTION 3 - RELATED PARTY PERSONAL INFORMATION						
This section must be completed for <u>each</u> person directly connected with the business, unless they are a current licensee.						
1.	Business Name (D/B/A) <u>Loopers 19th Hole</u>					
2.	Full Name of Individual <u>JAMES E BOURDEAU</u>					
	Social Security Number		Home Telephone Number		Date of Birth	
	[REDACTED]		<u>670 592 8474</u>		<u>7/12/59</u>	
	Race	Sex	Height	Weight	Eye Color	Hair Color
	<u>W</u>	<u>M</u>	<u>65</u>	<u>300</u>	<u>BL</u>	<u>DR</u>
3.	Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, immigration card number or passport number:					
4.	Home Address (Street and Number) <u>71 Beachwood Dr</u>					
	City <u>Flagler Beach</u>			State <u>FL</u>	Zip Code <u>32136</u>	
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Business Name (D/B/A) <u>Beach Front Grill</u>			License Number <u>REV 2801018</u>		
	Location Address <u>2944 S. OCEANSHORE BLVD Flagler Bch FL 32136</u>					
6.	Have you had any type of <u>alcoholic beverage</u> , or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Business Name (D/B/A)			Date		
	Location Address					
7.	Have you been convicted of a <u>felony</u> within the past 15 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a <u>Copy of the Arrest Disposition</u> , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					
8.	Have you been convicted of an offense involving <u>alcoholic beverages or tobacco products</u> anywhere within the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the information requested below and provide a <u>Copy of the Arrest Disposition</u> , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					



9. Have you been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years?  Yes  No  
 If yes, provide the information requested below and a **Copy of the Arrest Disposition**.  
**Attach additional sheet if necessary.**

Date	Location
Type of Offense	

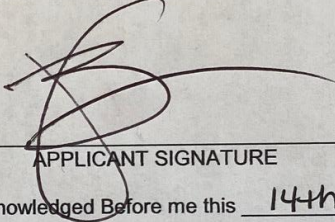
10. Do you meet the standards of the moral character rule?  
 Yes  No

11. Are you an officer or employee of the Division of Alcoholic Beverages and Tobacco; are you a sheriff or other state, county, or municipal officer, including reserve or auxiliary officers, certified by the state as such, with arrest powers, whose certification is current and active?  
 Yes  No

**NOTARIZATION STATEMENT**

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in the Disclosure of Interested Parties of this application. I further swear or affirm that the foregoing information is true and correct."

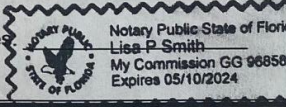
STATE OF Florida  
 COUNTY OF Flagler

  
 \_\_\_\_\_  
 APPLICANT SIGNATURE

The foregoing was ( Sworn to and Subscribed OR ( ) Acknowledged Before me this 14th Day of Sept, 2022, By James Bourdeau who is ( personally (print name of person making statement) known to me OR ( ) who produced \_\_\_\_\_ as identification.

Lisa P Smith  
 \_\_\_\_\_  
 Notary Public

Commission Expires \_\_\_\_\_



(ATTACH ADDITIONAL COPIES AS NECESSARY)

**\*Social Security Number**

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(i). This information is used to identify licensees for tax administration purposes. This information is used to identify licensees for tax administration purposes, and the division will redact the information from any public records request.



**SECTION 4 – DESCRIPTION OF PREMISES TO BE LICENSED  
TO BE COMPLETED BY THE APPLICANT**

Business Name (D/B/A)

- |    |   |  |  |
|----|---|--|--|
| 1. | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | Is the proposed premises movable or able to be moved?  |
| 2. | Yes <input type="checkbox"/>            | No <input type="checkbox"/>            | Is there any access through the premises to any area over which you do not have dominion and control?  |
| 3. | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | Is the business located within a Specialty Center? If yes, check the applicable statute:<br><input type="checkbox"/> 561.20(2)(b)1, F.S. or <input type="checkbox"/> 561.20(2)(b)2, F.S. |
| 4. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>            | Are there any mobile vehicles used to sell or serve alcoholic beverages?   |
| 5. | Yes <input type="checkbox"/>            | No <input checked="" type="checkbox"/> | Are there more than 3 separate rooms or enclosures with permanent bars or counters?  |

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



**SECTION 5 – APPLICATION APPROVALS**

Full Name of Applicant: (This is the name the license will be issued in) <i>BEACH FRONT GRILL</i>			
Business Name (D/B/A) <i>ROOPERS 19th HOKE</i>			
Street Address <i>100 COOPER LANE</i>			
City <i>PALM COAST</i>	County <i>FLAGLER</i>	State <i>FL</i>	Zip Code <i>32137</i>

**ZONING**

**TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION**

- A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series: \_\_\_\_\_ Type: \_\_\_\_\_ license.
- B. This approval includes outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed and are identified on the sketch?  Yes  No

**Check either: Please do not skip, this is important for license fee sharing**

Location is within the city limits or  Location is in the unincorporated county

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ This approval is valid for \_\_\_\_\_ days.

**SALES TAX**

**TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.

1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending \_\_\_\_\_ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 213.758 (4), F.S. (Not applicable if no transfer involved).
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Department of Revenue Stamp

This approval is valid for \_\_\_\_\_ days.

**HEALTH**

**TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS  
OR COUNTY HEALTH AUTHORITY  
OR DEPARTMENT OF HEALTH  
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Agency \_\_\_\_\_

This approval is valid for \_\_\_\_\_ days.



**SECTION 6 – APPLICANT ENTITY FELONY CONVICTION**

Business Name (D/B/A)

Has the applicant entity been convicted of a felony in this state, any other state, or by the United States in the last 15 years?

Yes  No

If the answer is "Yes," please list all details including the date of conviction, the crime for which the entity was convicted, and the city, county, state and court where the conviction took place.

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(Attach additional sheets if necessary)

**SECTION 7 – SPECIAL LICENSE REQUIREMENTS  
(DOES NOT APPLY TO BEER AND WINE LICENSES)**

Please check the appropriate box of the license for which you are applying. Fill in the corresponding requirements for the license type sought.

Quota Alcoholic Beverage License     Specialty Alcoholic Beverage License (e.g. SRX, S, etc)  
 Club Alcoholic Beverage License

This license is issued pursuant to \_\_\_\_\_, Florida Statutes or Special Act, and as such we acknowledge the following requirements must be met and maintained:

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Please initial and date:

Applicant's Initials \_\_\_\_\_ Date \_\_\_\_\_



**SECTION 8 – DISCLOSURE OF INTERESTED PARTIES**

Note: Failure to disclose an interest, direct or indirect, could result in denial, suspension and/or revocation of your license. You MUST list all persons and entities in the entire ownership structure. To determine which of those persons must submit fingerprints and a Related Party Personal Information, sheet, see the fingerprint section in the application instructions.

Business Name (D/B/A) *Leopine 19th Hole*

1. When applicable, complete the appropriate section below. Attach extra sheets if necessary.

Title/Position	Name	Stock %
CORPORATION– List all officers, directors, and stockholders		
<i>President</i>	<i>JAMES BOUDEN</i>	<i>50</i>
<i>VICE PRES / SEC</i>	<i>DOOLEY SHAW</i>	<i>50</i>

GENERAL PARTNERSHIP – List all general partners

LIMITED LIABILITY COMPANY – List all managers (member & non-member), directors, officers, and members

LIMITED PARTNERSHIP – List all general and limited partners.

LIMITED LIABILITY PARTNERSHIP – List all partners

Bar Manager (Fraternal Organizations of National Scope only):

**OTHER INTERESTS**

These questions must be answered about this business for every person or entity listed as the applicant

1. Are there any persons or entities not disclosed who have loaned money to the business?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Are there any persons or entities not disclosed that derive revenue from the license solely through a contractual relationship with the licensee, the substance of which is not related to the control of the sale of alcoholic beverages, or is exempt by statute or rule?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Are there any persons or entities not disclosed that have the right to receive revenue based on a contractual relationship related to the control of the sale of alcoholic beverages?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4. Are there any persons or entities not disclosed who have a right to a percentage payment from the proceeds of the business pursuant to the lease?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Are there any persons or entities not disclosed who have guaranteed the lease or loan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6. Are there any persons or entities not disclosed who have co-signed the lease or loan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
7. Is there a management contract, franchise agreement, or concession agreement in connection with this business?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8. Have you or anyone listed on this application, accepted money, equipment or anything of value in connection with this business from any industry member as described in 61A-1.010, Florida Administrative Code?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If you answered yes to any of the above questions, a copy of the agreement must be submitted with this application. The terms of the agreement may require the interested persons or parties related to an entity to submit fingerprints and a related party personal information sheet.



SECTION 9 - AFFIDAVIT OF APPLICANT  
NOTARIZATION REQUIRED

Business Name (D/B/A) Beach Front Grill

"I, the undersigned individually, or on behalf of a legal entity, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the entire area and premises to be licensed and agree that the place of business, if licensed, may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for the purposes of determining compliance with the beverage and retail tobacco laws."

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and that no other person or entity except as indicated herein has an interest in the alcoholic beverage license and/or tobacco permit, and all of the above listed persons or entities meet the qualifications necessary to hold an interest in the alcoholic beverage license and/or tobacco permit."

STATE OF Florida

COUNTY OF Flagler

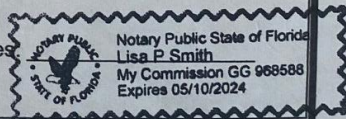
James Bourdeau  
APPLICANT/AUTHORIZED REPRESENTATIVE NAME

APPLICANT /AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was (  ) Sworn to and Subscribed OR ( ) Acknowledged Before me this 14th Day  
of Sept, 2022 By James Bourdeau who is (  ) personally  
(print name(s) of person(s) making statement)

known to me OR ( ) who produced \_\_\_\_\_ as identification.

Lisa P Smith  
Notary Public Commission Expires \_\_\_\_\_






**SECTION 10 - CURRENT LICENSEE UPDATE DATA SHEET**

This section is to be completed for all current alcoholic beverage and/or tobacco license holders listed on the application to ensure the most up to date information is captured.

Business Name (D/B/A)

Last Name BOUROEAU First JAMES M.I. E

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)


Date of Birth 7/12/59 Social Security Number\* 

Street Address 71 Beachwood Dr

City Flagler Beach State FL Zip Code 32136

Last Name DA STAW First DUDLEY M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth 3/11/54 Social Security Number\* 

Street Address 3580 S. OCEAN SHORE BLVD #807

City Flagler Beach State FL Zip Code 32136

Last Name First M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth Social Security Number\*

Street Address

City State Zip Code

Last Name First M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth Social Security Number\*

Street Address

City State Zip Code

Last Name First M.I.

Current Alcohol Beverage and/or Tobacco License Permit/Number(s)

Date of Birth Social Security Number\*

Street Address

City State Zip Code



**SECTION 3 - RELATED PARTY PERSONAL INFORMATION**

This section must be completed for each person directly connected with the business, unless they are a current licensee.

1. Business Name (D/B/A) Looper 19th Hole

2. Full Name of Individual Dorley Shaw

Sex W Sex M Height 5'10 Home Telephone Number 386-793-9684 Date of Birth 3/11/54  
 Weight 170 Eye Color Brown Hair Color Blk

3. Are you a U.S. citizen?  
 Yes  No  
 If no, immigration card number or passport number:

4. Home Address (Street and Number) 3500 S Ocean Shore Blvd #007  
 City Flagler Beach State FL Zip Code 32136

5. Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club?  
 Yes  No  
 If yes, provide the information requested below. The location address should include the city and state.

Business Name (D/B/A) Beach Phone Quills License Number BEV 2881018  
 Location Address 2744 S. Ocean Shore Blvd Flagler Beach FL 32136

6. Have you had any type of alcoholic beverage, or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years?  
 Yes  No  
 If yes, provide the information requested below. The location address should include the city and state.

Business Name (D/B/A) \_\_\_\_\_ Date \_\_\_\_\_  
 Location Address \_\_\_\_\_

7. Have you been convicted of a felony within the past 15 years?  Yes  No  
 If yes, provide the information requested below and provide a Copy of the Arrest Disposition, as requested in the Application Requirements checklist.

Date \_\_\_\_\_ Location \_\_\_\_\_  
 Type of Offense \_\_\_\_\_

8. Have you been convicted of an offense involving alcoholic beverages or tobacco products anywhere within the past 5 years?  Yes  No  
 If yes, provide the information requested below and provide a Copy of the Arrest Disposition, as requested in the Application Requirements checklist.

Date \_\_\_\_\_ Location \_\_\_\_\_  
 Type of Offense \_\_\_\_\_



9. Have you been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years?  Yes  No  
 If yes, provide the information requested below and a Copy of the Arrest Disposition.  
**Attach additional sheet if necessary.**

Date	Location
Type of Offense	

10. Do you meet the standards of the moral character rule?  
 Yes  No

11. Are you an officer or employee of the Division of Alcoholic Beverages and Tobacco; are you a sheriff of other state, county, or municipal officer, including reserve or auxiliary officers, certified by the state as such, with arrest powers, whose certification is current and active?  
 Yes  No

**NOTARIZATION STATEMENT**

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in the Disclosure of Interested Parties of this application. I further swear or affirm that the foregoing information is true and correct."

STATE OF Florida  
 COUNTY OF Flagler      [Signature]  
 APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR ( ) Acknowledged Before me this 14 Day  
 of September, 2022. By Dunley Shaw who is  personally  
 (print name of person making statement)

known to me OR ( ) who produced \_\_\_\_\_ as identification.  
[Signature] Commission Expires: 7/25/26  
 Notary Public



(ATTACH ADDITIONAL COPIES AS NECESSARY)

**\*Social Security Number**  
 Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(I). This information is used to identify licensees for tax administration purposes. This information is used to identify licensees for tax administration purposes, and the division will redact the information from any public records request.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1720 SE 16th Avenue, Suite 301  Ocala FL 34471		<b>CONTACT NAME:</b> Tammy Stephens <b>PHONE (A/C, No, Ext):</b> (352) 732-5010 <b>E-MAIL ADDRESS:</b> Tammy.Stephens@bbrown.com <b>FAX (A/C, No):</b> (352) 732-5344																						
<b>INSURED</b> The Beachfront Grille, Inc 2444 S Ocean Shore Blvd  Flagler Beach FL 32136		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Southern-Owners Insurance Company</td> <td>10190</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern-Owners Insurance Company	10190	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			78937596	08/29/2022	08/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  The Beachfront Grille Inc 2444 S Ocean Blvd  Flagler Beach FL 32136	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD



# Beach Front Grille

2444 S Oceanshore Blvd, Flagler Beach ( County)

## Business Informations

**Board Code:** 200 **District:** 5 **Region:** 02  
**License Type:** Permanent Food Service  
**Rank Code:** Seating  
**Licensee:** BEACH FRONT GRILLE INC  
**Business:** BEACH FRONT GRILLE  
2444 S Oceanshore Blvd, Flagler Beach (Flagler county), FL, 32136.  
**License Number:** SEA2800759  
**Primary Status:** Current  
**Secondary Status:** Active  
**License Expiry Date:** June 1, 2023  
**Number of Seats :** 150

## Inspection Results & Disciplinary Actions

\*Click **inspection disposition** to see detail report

Inspection Number	Date	Disposition	Number of Violations
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3238131	Aug. 3, 2022	<b>Emergency Order Callback Complied (Met Inspection Standards)</b>	1
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[Hide Inspection Detail](#)

### Inspector's Note

- Basic - - From initial inspection : Basic - Exterior door has a gap at the threshold that opens to the outside. Can see daylight under back door. **\*\*Warning\*\*** - From follow-up inspection 2022-08-03: Gap still exists. **\*\*Time Extended\*\***

### CountViolation

- \* No presence or breeding of insects / rodents / pests; no **1** live animals, outer openings protected from insects / pests, rodent proof.

[Hide Inspection Detail](#)

3238131	Aug. 2, 2022	<b>Emergency order recommended (Facility Temporarily Closed)</b>	11
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[Hide Inspection Detail](#)



**Inspection****Number****Date****Disposition****Number of****Violations****Inspector's Note**

- Basic - Carbon dioxide/helium tanks not adequately secured. At bar. Person in charge secured. **\*\*Corrected On-Site\*\*** **\*\*Warning\*\***
- Basic - Exterior door has a gap at the threshold that opens to the outside. Can see daylight under back door. **\*\*Warning\*\***
- Basic - Food stored on floor. In walk in cooler; case of bell peppers on floor. Person in charge removed. **\*\*Corrected On-Site\*\*** **\*\*Repeat Violation\*\*** **\*\*Warning\*\***
- Basic - Frozen time/temperature control for safety food being slacked at room temperature is no longer frozen solid. Fries slacking at room temperature. **\*\*Warning\*\***
- Basic - Interior of oven/microwave has accumulation of black substance/grease/food debris. Oven is soiled. **\*\*Warning\*\***
- Basic - No handwashing sign provided at a hand sink used by food employees. Missing at front hand washing sink. **\*\*Warning\*\***
- Basic - Opened employee beverage container in a cold holding unit with food to be served to customers. Personal drinks in back reach in cooler. Person in charge removed. **\*\*Corrected On-Site\*\*** **\*\*Warning\*\***
- High Priority - Live, small flying insects in kitchen, food preparation area, food storage area and/or bar area. Observed 2 live flies in back by prep table in front of walk in cooler. **\*\*Repeat Violation\*\*** **\*\*Warning\*\***
- High Priority - Roach activity present as evidenced by live roaches found. Observed 3 live roaches under line prep table and 1 on wall across under coolers. Observed 11 live roaches under reach in freezer in front of beer cooler. Per owner, they came in on delivered boxes. **\*\*Warning\*\***
- Intermediate - Clam/mussel/oyster tags not marked with last date served. Tags not marked with last date sold. **\*\*Warning\*\***
- Intermediate - Ready-to-eat, time/temperature control for safety food prepared onsite and held more than 24 hours not properly date marked. In walk in cooler; chicken, beef, prime rib not dated. **\*\*Warning\*\***

**CountViolation**

- 1** + Approved source
- 1** + Original container: properly labeled, date marking, consumer advisory
- 1** + Food protection, cross-contamination
- 1** + Hands washed and clean, good hygienic practices, eating / drinking / smoking
- 1** + Food-contact surfaces clean and sanitized
- 1** + Handwash sinks, handwashing supplies and handwash sign
- \* No presence or breeding of insects / rodents / pests; no
- 3** live animals, outer openings protected from insects / pests, rodent proof.
- 1** PH / TCS foods properly thawed
- 1** Other conditions sanitary and safe operation

[Hide Inspection Detail](#)

3156058

Feb. 9, 2022

**Call Back - Complied**

0



Inspection Number	Date	Disposition	Number of Violations
3156058	Feb. 7, 2022	<b>Administrative complaint recommended (Follow-up Inspection Required)</b>	14

[Hide Inspection Detail](#)

**Inspector's Note**

- Basic - Ceiling tile missing. Ceiling tile missing above pizza make top by walk in. Also, damage to wall above back door.
- Basic - Food stored on floor. In walk in cooler buckets of potatoes, pickles, sauce stored on floor. In dry storage area cases of oil and bag in box soda stored on the floor, person in charge raised off of the floor during inspection. **\*\*Corrected On-Site\*\***
- Basic - Garbage can located outside has no lid or lid open/broken. Lids missing on end of dumpster.
- Basic - Water leaking from pipe and/or faucet/handle. Under mop sink leaking pipe. **\*\*Repeat Violation\*\***
- High Priority - Dishmachine chlorine sanitizer not at proper minimum strength. Discontinue use of dishmachine for sanitizing and set up manual sanitization until dishmachine is repaired and sanitizing properly. At the time of inspection, dish testing at 0ppm. Sanitizer bucket is empty during inspection. Person in charge does not have new bucket to replace. Will sanitize in triple sink set up at 400ppm until another bucket can be purchased. **\*\*Corrected On-Site\*\***
- High Priority - Live, small flying insects in kitchen, food preparation area, food storage area and/or bar area. Observed three fruit flying insects in side bar. **\*\*Repeat Violation\*\* \*\*Admin Complaint\*\***
- High Priority - Nonfood-grade bags used in direct contact with food. In walk in cooler takeout bag holding rolls in direct contact with bag.
- High Priority - Raw animal food stored over/not properly separated from ready-to-eat food. In walk in cooler raw shell eggs stored over ready to eat cheese, also raw clams stored over ready to eat ginger. In reach in cooler raw beef stored over cooked shrimp. Person in charge rearranged. **\*\*Corrected On-Site\*\***
- High Priority - Ready-to-eat, time/temperature control for safety food not consumed/sold within 7 days after opening/preparation. See stop sale. In reach in cooler pico dated 1/25. Brown gravy dated 1/27.
- High Priority - Time/temperature control for safety food cold held at greater than 41 degrees Fahrenheit. In cooktop drawers, chicken, salmon, beef, pork in unit 45-47°F. Person in charge states items were brought from walk in less than 4 hours ago. Unit at ambient temperature of 47°F. Person in charge iced items down. In pizza make top by walk in cooler meatball, cheese, sausage 44-45°F. Person in charge turned unit down as some items are temping within range. **\*\*Corrective Action Taken\*\* \*\*Warning\*\***
- High Priority - Time/temperature control for safety food identified in the written procedure as a food held using time as a public health control has no time marking. Garlic butter, onions and peppers held on cookline on time per person in charge. Person in charge time marked. **\*\*Corrected On-Site\*\***
- High Priority - Vacuum breaker missing at hose bibb or on fitting/splitter added to hose bibb. At hose bibb outside of back door, missing vacuum breaker. **\*\*Repeat Violation\*\* \*\*Admin Complaint\*\***
- Intermediate - Handwash sink used for purposes other than handwashing. Observed ice in hand wash sink at cook line.
- Intermediate - No chemical test kit provided when using sanitizer at three-compartment sink/warewashing machine or wiping cloths. At the time of inspection, person in charge unable to provide chlorine test strips to test dishmachine.



Inspection Number	Date	Disposition	Number of Violations
<b>Count Violation</b>			
<ul style="list-style-type: none"> <li><b>1</b> + Approved source</li> <li><b>2</b> + Time and Temperature Control - potentially hazardous / time / temperature control for safety foods (PH / TCS)</li> <li><b>2</b> + Food protection, cross-contamination</li> <li><b>1</b> + Food-contact surfaces clean and sanitized</li> <li><b>1</b> + Handwash sinks, handwashing supplies and handwash sign</li> <li><b>1</b> * Dishwashing facilities; chemical test kit(s); gauges</li> <li><b>2</b> * Plumbing installed and maintained; mop sink; water filters; backflow prevention</li> <li>* No presence or breeding of insects / rodents / pests; no</li> <li><b>1</b> live animals, outer openings protected from insects / pests, rodent proof.</li> <li><b>1</b> Food-contact and nonfood-contact surfaces designed, constructed, maintained, installed, located</li> <li><b>1</b> Garbage and refuse; premises maintained</li> <li>Floors, walls, ceilings and attached equipment properly</li> <li><b>1</b> constructed and clean; rooms and equipment properly vented</li> </ul>			
<a href="#">Hide Inspection Detail</a>			
3091371	Sept. 8, 2021	<b>Inspection Completed - No Further Action (Met Inspection Standards)</b>	11
<a href="#">Hide Inspection Detail</a>			



Inspection Number	Date	Disposition	Number of Violations
3062850	March 4, 2021	<b>Inspection Completed - No Further Action (Met Inspection Standards)</b>	8

**Inspector's Note**

- Basic - Employee personal food not properly identified and segregated from food to be served to the public. Employee personal food stored above alongside food to be served to public in double door reach in cooler by dishmachine, person in charge moved to appropriate location. **\*\*Corrected On-Site\*\***
- Basic - Exterior door has a gap at the threshold that opens to the outside. At back door, light visible under door and to the right side of the door.
- Basic - Ice bucket/shovel stored on floor between uses. Ice bucket stored on floor in dry storage area. Person in charge iced to appropriate location. **\*\*Corrected On-Site\*\*** **\*\*Repeat Violation\*\***
- Basic - No hot running water at mop sink. No hot water at mop sink.
- Basic - Single-service articles improperly stored. Single service items stored on floor in dry storage area. Person in charge began moving items. **\*\*Corrective Action Taken\*\***
- Basic - Water leaking from pipe and/or faucet/handle. Under mop sink, water leaking from pipe.
- High Priority - Live, small flying insects in kitchen, food preparation area, food storage area and/or bar area. In the bar area, observed 5 small flying insects. Person in charge killed 2 of the flying insects during inspection. **\*\*Corrective Action Taken\*\***
- High Priority - Presence of insects, rodents, or other pests. Observed ants along the wall behind the cookline.
- High Priority - Time/temperature control for safety food, other than whole meat roast, hot held at less than 135 degrees Fahrenheit. Melted butter at the cookline 109° and potato soup in steam table 118°F, person in charge reheated items to 165°F. **\*\*Corrected On-Site\*\***
- High Priority - Vacuum breaker missing at hose bibb or on fitting/splitter added to hose bibb. No vacuum breaker at hose bibb by mop sink.
- Intermediate - Ready-to-eat, time/temperature control for safety food prepared onsite and held more than 24 hours not properly date marked. Chicken and ribs in walk in cooler made more than 1 day ago not date marked. Person in charge date marked appropriately. **\*\*Corrected On-Site\*\***

**CountViolation**

- 1** + Original container: properly labeled, date marking, consumer advisory
- 1** + Time and Temperature Control - potentially hazardous / time / temperature control for safety foods (PH / TCS)
- 1** + Food protection, cross-contamination
- 1** \* Water source safe, hot (100F) and cold under pressure
- 2** \* Plumbing installed and maintained; mop sink; water filters; backflow prevention
- 3** \* No presence or breeding of insects / rodents / pests; no live animals, outer openings protected from insects / pests, rodent proof.
- 1** In use food dispensing utensils properly stored
- 1** Single-service and single-use items

[Hide Inspection Detail](#)

[Hide Inspection Detail](#)



Inspection Number	Date	Disposition	Number of Violations
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**Inspector's Note**

- Basic - Bowl or other container with no handle used to dispense food. Plastic soufflé cup with no handle stored in spices at nacho station. Employee discarded the cup. **\*\*Corrected On-Site\*\***
- Basic - Employee beverage container on a food preparation table or over/next to clean equipment/utensils. Employee drink stored on prep table at coffee station. Employee relocated the drink. **\*\*Corrected On-Site\*\***
- Basic - Floor tiles missing and/or in disrepair and/or in disrepair. Floor tiles missing from kitchen floor next to fry station.
- Basic - Food stored on floor. Case of potatoes stored on floor in walk in cooler.
- Basic - Ice bucket stored on floor between uses. Two ice buckets stored on floor in between uses at ice machine. Employee moved buckets off the floor. **\*\*Corrected On-Site\*\***
- Basic - Soiled reach-in cooler gaskets. Gasket at nacho reach in cooler soiled with food debris accumulation.
- High Priority - Container of medicine improperly stored. Bottle of medicine stored on shelf above prep table next to pasta reach in cooler. Employee removed the medicine. **\*\*Corrected On-Site\*\***
- High Priority - Time/temperature control for safety food identified in the written procedure as a food held using time as a public health control has no time marking and the time removed from temperature control cannot be determined. Garlic butter made one hour ago stored on counter next to steam table on cooks line missing time stamp. Employee applied time stamp. **\*\*Corrected On-Site\*\***

**CountViolation**

- 1** + Time and Temperature Control - potentially hazardous / time / temperature control for safety foods (PH / TCS)
- 1** + Food protection, cross-contamination
- 1** + Hands washed and clean, good hygienic practices, eating / drinking / smoking
- 1** + Chemicals / toxic substances
- 1** In use food dispensing utensils properly stored
- 1** Food-contact and nonfood-contact surfaces designed, constructed, maintained, installed, located
- 1** Non-food contact surfaces clean
- 1** Floors, walls, ceilings and attached equipment properly constructed and clean; rooms and equipment properly vented

Hide Inspection Detail

2989146	Oct. 21, 2020	<b>Inspection Completed - No Further Action (Met Inspection Standards)</b>	10
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Hide Inspection Detail



Inspection			Number of
Number	Date	Disposition	Violations

**Inspector's Note**

- Basic - Build-up of food debris, dust or dirt on nonfood-contact surface. Soiled interior base of drawer coolers. cook line unit.
- Basic - Buildup of food debris/soil residue on equipment door handles. Soiled exterior of equipment including handles to coolers. Kitchen.
- Basic - No copy of latest inspection report available. No last inspection report available.
- Basic - Old labels stuck to food containers after cleaning. Olds on exterior of cleaned containers. Dry rack.
- Basic - Outer openings not protected during operation and vermin and/or environmental cross contamination present. Large Extractor fans in kitchen has no means of securing from vermin / environmental cross contamination. No screen mesh at fan area.
- Basic - Stored food not covered. Uncovered pickles in walk in cooler.
- High Priority - Food-contact surfaces not sanitized after cleaning, before use. Do not use equipment/utensils not properly sanitized. 0 ppm chlorine at Dish machine cycle. Three compartment sink Quaternary set up. **\*\*Corrective Action Taken\*\***
- Intermediate - Backflow preventer not inspected and serviced according to manufacturer's recommendations. No back flow preventer on outside water faucet by rear kitchen door.
- Intermediate - Interior of reach-in cooler soiled with accumulation of food residue. Coolers by cook line.
- Intermediate - Ready-to-eat, time/temperature control for safety food prepared onsite and held more than 24 hours not properly date marked. Soup made few days not date marked. Marked by manger. **\*\*Corrected On-Site\*\***

**CountViolation**

- 1** + Original container: properly labeled, date marking, consumer advisory
- 1** + Food protection, cross-contamination
- 2** + Food-contact surfaces clean and sanitized
- 1** \* Dishwashing facilities; chemical test kit(s); gauges
- 1** \* Plumbing installed and maintained; mop sink; water filters; backflow prevention
- \* No presence or breeding of insects / rodents / pests; no
- 1** live animals, outer openings protected from insects / pests, rodent proof.
- 2** Non-food contact surfaces clean
- 1** Other conditions sanitary and safe operation

Hide Inspection Detail



2958627

Jan. 15, 2020

**Inspection Completed - No Further Action**  
**(Met Inspection Standards)**

2

[Hide Inspection Detail](#)

**Inspector's Note**

- Basic - Floor tiles cracked, broken or in disrepair. Floor in center of expo station with missing tiles. Corrective action taken to schedule repair. **\*\*Corrective Action Taken\*\*** **\*\*Repeat Violation\*\***
- High Priority - Live, small flying insects in kitchen, food preparation area, or food storage area. Approximately 3 small live flying insects behind Center bar.

**CountViolation**

\* No presence or breeding of insects / rodents / pests; no

**1** live animals, outer openings protected from insects / pests, rodent proof.

Floors, walls, ceilings and attached equipment properly

**1** constructed and clean; rooms and equipment properly vented

[Hide Inspection Detail](#)

2925061

Oct. 28, 2019

**Inspection Completed - No Further Action**  
**(Met Inspection Standards)**

2

[Hide Inspection Detail](#)

**Inspector's Note**

- Basic - Employee beverage container on a food preparation table or over/next to clean equipment/utensils. Corrected on site by removing employee drink. **\*\*Corrected On-Site\*\***
- Basic - Floor tiles missing in kitchen

**CountViolation**

**1** + Hands washed and clean, good hygienic practices, eating / drinking / smoking

Floors, walls, ceilings and attached equipment properly

**1** constructed and clean; rooms and equipment properly vented

[Hide Inspection Detail](#)

2860649

July 3, 2019

**Call Back - Complied**

0



## SECTION 4 – PROPOSED INNOVATIONS

### **NEW SERVICES**

In order to increase profits and attract more customers, we will rely on new concepts and ideas.

We would like to incorporate beverage cart attendants, who will be responsible for providing food and beverages to players on the course, in addition to various requests from the Clubhouse that golfers may need during their round. We will ensure that members will receive professional, prompt, and friendly services throughout their golf round. We will provide the golf cart in order to fulfill this job along with the maintenance that goes along with it.

We will offer grab-and-go sandwich options for golfers, which will offer hot and cold products readily available for either breakfast or lunch. Golfers can stop in or call ahead for their orders.

We would like to work with the pro shop and have in season golf specials, along with hosting a variety of different golf outings.

Major sporting events such as The Masters, The Kentucky Derby, The Super Bowl, The World Series, The US Open, etc..will be recognized with food and drink specials.

## SECTION 5 – EXPERIENCE WITH SIMILAR PROJECTS/TECHNICAL CAPABILITY

### **PROJECT 1**

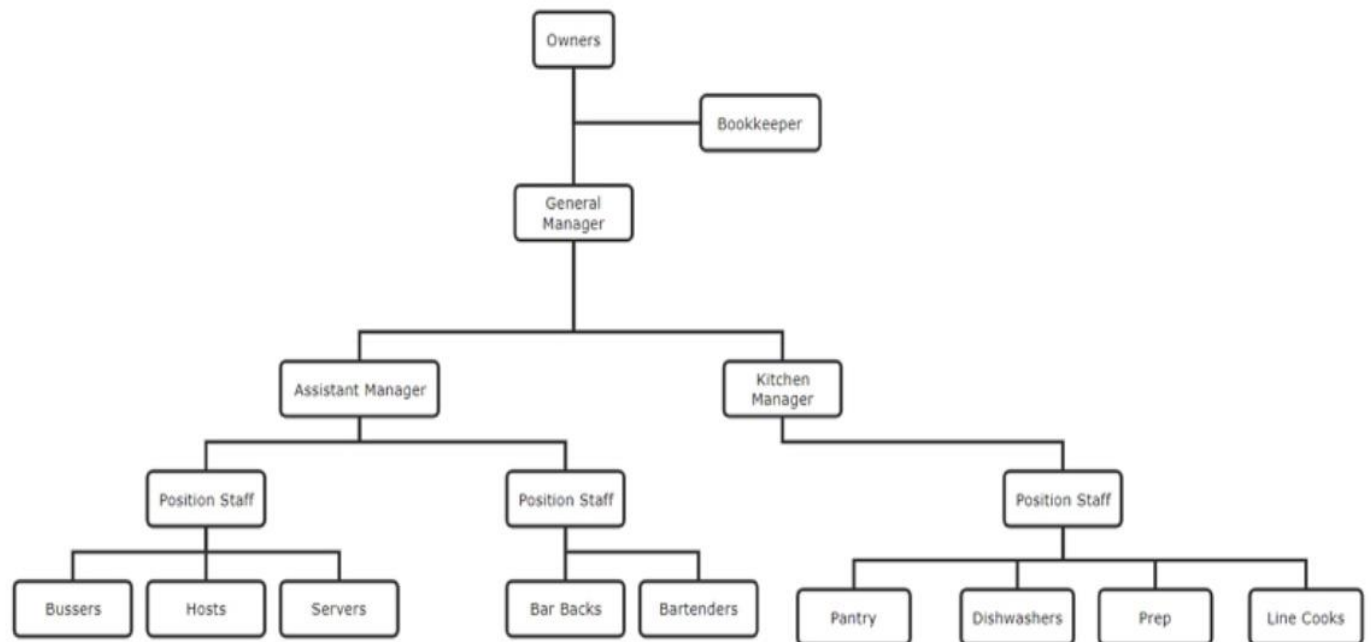
Old Fibbers Restaurant and Tavern, Millford CT. 1991-1996. Waterfront, casual sports bar. Restaurant owner, Jamie Bourdeau, oversaw the day-to-day operations of the restaurant, managing staff, resolving customer issues, and working to make the establishment profitable.

### **PROJECT 2**

Beach Front Grille Inc. Flagler Beach, FL. 2014 – Current. Waterfront, casual sports bar. Restaurant owner, Jamie Bourdeau, over sees the day-to-day operations of the restaurant by managing staff, resolving customer issues, and working to make the establishment profitable.

## SECTION 6 – PROJECT TEAM

### **STAFFING CHART**



## TEAM MEMBERS AND POSITIONS

Owners: hiring staff, implementing a marketing plan, build branding, incorporate proper job ethics, and coordinate all activities of the organization.

Bookkeeper: oversees the finances and budgets of the restaurant, tracking expenses and deposits, reducing overhead and food costs, collecting transactions, and monitoring all financial records.

General Manager: responsible for leading and managing the restaurant, making strategies, recruiting staff, training staff, overseeing food quality, managing supplies, and making sure all administrative duties are completed accurately.

Assistant Manager: opening and closing the restaurant, mentoring new staff members, scheduling shifts, conducting payroll accurately, and adhering to pertinent health safety regulations.

Kitchen Manager: coordinate food orders, supervise food prep and cooking, establish portion size, train kitchen staff, schedule shifts, store food products in compliance with safety practices, keep a weekly cost report, and maintain sanitation and safety standards in the kitchen.

Servers: taking food and beverage orders, ensuring orders are filled quickly and accurately, providing attentive service, promptly addressing customer service issues, and keeping assigned stations clean and stocked at all times.

Hosts: greeting and seating guests as they enter the establishment, engaging with the guests to make sure they are happy, responding to complaints and helping to resolve them, answering phone calls, and taking reservations, and helping out other positions in the restaurant.

Bussers: ensuring the availability of clean tables, dishes, flatware, and glasses, preparing dining room for guests by cleaning, protecting the guests and establishment by adhering to sanitation and safety policies, and supports waitstaff.

Bartender: identify customers to verify legal drinking age, record drink orders accurately, prepare and serve alcoholic drinks in accordance with standard recipes, comply with all health, safety, and hygiene standards and policies, and balance the cash register at the start and close of each shift.

Bar Backs: assisting with the opening and closing duties such as restocking the bar, checking taps and appliances to confirm that they are working properly, keeping the bar clean, and replacing beer kegs and liquor bottles.

Pantry: responsible for food preparation and set up of cold food items, plateware, garnishes, and supplies needed for effective operation, maintain consistency in food preparation, storage, and standards, and properly cooking all items needed for the day's operations.

Dish: collecting used kitchenware from dining and kitchen areas, load and unload the dishwashing machine, maintain cleaning supplies, and sanitize the kitchen area.

Prep: follow the prep list created by the chef to plan duties, label and stock all ingredients, maintain a clean and orderly kitchen, and comply with nutritional and sanitation guidelines.

Line Cook: prepare food for service, cook menu items in cooperation with the rest of the kitchen staff, answer, report and follow kitchen manager instructions, and comply with nutritional and sanitation regulations and safety standards.

The total staff count will include 2 owners, 1 bookkeeper, 1 general manager, 1 assistant manager, 1 kitchen manager, 2 prep cooks, 2 pantry cooks, 5-line cooks, 3 dishwashers, 4 bartenders, 8 servers, 2 busboys, and 2 hostesses.

### **OWNERS AND MANAGEMENT**

Owner – Jamie Bourdeau. 15+ years restaurant experience.

Owner – Dudley Shaw. 10+ years restaurant experience.

Manager – Cory Ryan Dougherty. 30+ years restaurant experience.

Manager – Cierra Katz. 18+ years restaurant experience.

Manager – Jacelyn Lepaoja. 10+ years restaurant experience.

Manager – Alexander Rami. 20+ years restaurant experience.

### **TIMELINE AND MILESTONES**

- 90-120 days from signing the lease – With the city’s approval, move the bar facing the driving range and add more seats along with building a community table. Estimated cost ±\$65,000
- 60 - 100 days from signing the lease – New equipment installation including a 6-burner stove with an oven and a flat top grill. Estimated cost ±\$35,000
- 60 days from opening date – Table and chairs. Estimated cost ±\$15,000
- 60 days from opening date – Fresh paint. Estimated cost ±\$1,000
- 30 days from opening date – Cutlery, dishes, glassware, and linens. Estimated cost ±\$5,000
- 30 days from opening date – Staff training

# SECTION 7 – REQUIRED FORMS

## FORM 1 - CONFLICT OF INTEREST STATEMENT

**FORM 1 – CONFLICT OF INTEREST STATEMENT**

STATE OF FLORIDA )  
 ) ss  
City of Palm Coast )

Before me, the undersigned authority, personally appeared James Bourdeau, who was duly sworn, deposes, and states:

1. I am the President of Beach Front Grille (the "entity") with a local office in Flagler Beach, FL and principal office in Flagler Beach, FL.
2. The above named entity is submitting a Proposal to the City of Palm Coast.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one proposal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

(Continued on Next Page)

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RFP-PR-22-74



**PROPOSER** BEACH FRONT GULLS  
JAMES BOUROZAN  
Printed Name of Proposer

STATE OF Florida )  
) ss

COUNTY OF Flagler )

Signature \_\_\_\_\_  
James Bourouzan  
Printed Name

Sworn to and subscribed before me by means  
of  physical presence or  online notarization

This 14th day of  
September 2022.

President  
Printed Title

9/14/22  
Printed Date

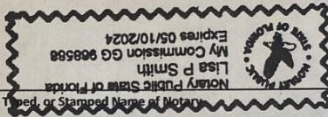
Jamesbourouzan@gmail.com  
Contact Email

2444 S. OCEANSHORE BLVD  
Street Address / Suite #

Flagler Beach FL 32136  
City, State Zip

610 3928474  
Phone

Lisa P Smith  
Signature of Notary

  
Printed, Typed, or Stamped Name of Notary

Notary Public, State of Florida

My commission expires 5/10/2024

Personally Known

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

## FORM 2 – DEBARMENT CERTIFICATION

### FORM 2 – DEBARMENT CERTIFICATION

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS [FOR FEDERAL PROJECTS]

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE \*\*\*\*\*

1. The Proposer certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

Becky Feoni Gallo  
Name of Proposer

James Boux Dean P  
Name and Titles of Authorized Representative(s)

[Signature]  
Signature(s)

9/14/22  
Printed Date



**FORM 3 – CERTIFICATION OF AUTHORIZED SIGNATORY**

**FORM 3 – CERTIFICATION OF AUTHORIZED SIGNATORY**

BEACH FRONT GULLS  
Print/Type Legal Business Name (same as name on W-9 form)

82-1701929  
Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

- Sole Proprietorship – Complete Section A
- General or Limited Partnership – Complete Section B
- Corporation (Inc., LLC) Complete Section C

**Section A: Sole Proprietorship**

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

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

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

\*\*\*\*\*

**Section B: Partnership**

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

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

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

\*\*\*\*\*

**Section C: Corporation**

I HEREBY CERTIFY that a meeting of the Board of Directors of BEACH FRONT GULLS  
Legal business name

a corporation /LLC under the laws of the State of FLORIDA, was held on 9/14 2022. The following resolution was duly passed and adopted:

“RESOLVED, that JAMIE BOUSON is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand this 14th day of SEPTEMBER, 2022.

Provide copy of Resolution

\_\_\_\_\_  
Corporate Secretary/Managing Member



# FORM 4 – COMPLIANCE CERTIFICATION FORM

## FORM 4 – COMPLIANCE CERTIFICATION FORM

*Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.*

- 1. Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars (\$1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Proposer, I hereby certify that Proposer is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition Proposer is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Proposer to civil penalties, attorney's fees, and/or costs. Initials
- 2. Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). Initials
- 3. Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. Initials
- 4. Drug-Free Work Place** - As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statute 287.087, providing a Drug-Free Workplace. Initials



5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. Initials \_\_\_\_\_
6. **Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.**  
 Applicable  Not Applicable. Initials \_\_\_\_\_
7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box:  Applicable  Not Applicable** Initials \_\_\_\_\_
8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Please indicate if your company has registered as a vendor with the City of Palm Coast:  I have already registered as a vendor with the City,  I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. Initials \_\_\_\_\_
9. **Proposal Submission Acknowledgement** - The Proposer has carefully examined the RFP, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFP as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFP, the RFP shall prevail. Initials \_\_\_\_\_

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.



**PROPOSER**

Beach Front Gallery  
Printed Name of Proposer

STATE OF Florida )

COUNTY OF Flagler )  
SS

[Signature]  
Signature

Sworn to and subscribed before me by means of  physical presence or  online notarization

JAMES BOURDREAU  
Printed Name

This 14th day of

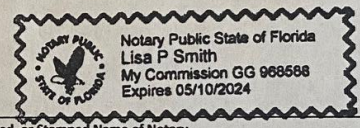
Pres  
Printed Title

September 2022

9/14/22  
Printed Date

Lisa P Smith  
Signature of Notary

Jamesbourdreau@gmail.com  
Contact Email



Printed, Typed, or Stamped Name of Notary

2444 J. Ocean Shore Blvd  
Street Address / Suite #

Notary Public, State of Florida

Flagler Beach FL 32134  
City, State Zip

My commission expires 5/10/2024

610 392 8474  
Phone

Personally Known

-OR-  
Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_



# FORM 5 – E-VERIFY REGISTRATION AND USE AFFIDAVIT

## FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

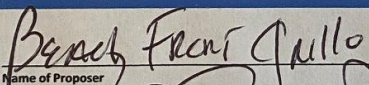
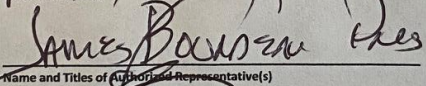
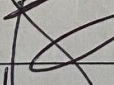
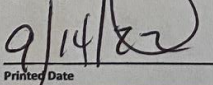
B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. **Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.**

	
Name of Proposer	
	
Name and Titles of Authorized Representative(s)	
	
Signature(s)	
	
Printed Date	

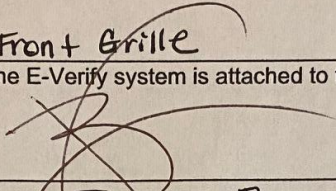


**[Company Letter Head]  
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Beach Front Grille [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

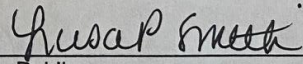
A true and correct copy of Beach Front Grille [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_  
Print Name: James Bourdeau  
Title: President  
Date: September 14, 2022

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 14 day of sept, 2022 by James Bourdeau [name of officer or agent, title of officer or agent] of Beach Front Grille [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ [type of identification] as identification.

  
\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

  
Name Lisa P. Smith

My Commission Expires: \_\_\_\_\_