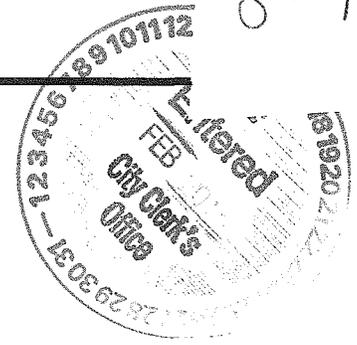


Vock, Tammy

From: O'Brien, John
Sent: Tuesday, February 16, 2016 1:01 PM
To: O'Connor, Jim
Cc: Vock, Tammy
Subject: MEMO OLD DEISEL PLANT
Attachments: SCAN6952_000.pdf



Jim attached is a memo requesting this subject item be placed on the council agenda with a copy of the committee members rankings.. Would you like this attached to the copies of the RFP's in Tammy's office or would you prefer to put a cover memo on top of my memo?

John O'Brien
City of Vero Beach, FL
Manager of Purchasing &
Warehouse Operations
T# (772) 978-5471

DEPARTMENTAL CORRESPONDENCE

TO: James R. O'Connor, City Manager

FROM: John O'Brien, Manager of Purchasing and Warehouse Operations 

SUBJECT: RFP 370-15/JO SALE OF OLD DIESEL PLANT

DATE: February 16, 2016

BACKGROUND:

On December 18, 2015 the Purchasing Division issued a Request for Proposal (RFP) for the sale of the Old Diesel Plant. The RFP was advertised on December 18th & 25th in the TCPalm newspaper; in addition, the RFP was uploaded to DemandStar.com (online bidding service). On January 4, 2016 a pre-bid meeting was conducted at the Old Diesel Plant for interested parties to visit the site. At 3:00 pm on January 21, 2016 sealed proposals were opened in which responses were received from Ross Powers Inc., Integra Corps. and Treasure Coast Distillery Co.

The evaluation committee consisting of Jim O'Connor, Monte Falls, Tim McGarry and Ted Fletcher met on February 3, 2016 to discuss the responses to the RFP and they decided to interview the three (3) companies that responded to the RFP. On February 15, 2016 each company was allowed an hour to give a presentation, followed by a question and answer session by the evaluation committee. Following the interviews the evaluation committee discussed the various proposals and ranked each proposal based on the criteria established in the RFP. The evaluation committee unanimously selected Integra Corp. with best response to the RFP. Attached is a copy of the rankings of each proposal.

RECOMMENDATION:

Respectfully request this be placed on the March 1, 2016 council agenda and authorize the City Manager to negotiate a contract with Integra Corps. The contract would be presented to City Council for final approval.

RFP 380-15/JO

SALE OF OLD DIESEL POWER PLANT

Final Rankings

	Ross Powers				Treasure Coast Distillery				Integra Corps.			
COMMITTEE MEMBERS	JO	MF	TM	TF	JO	MF	TM	TF	JO	MF	TM	TF
Proposers Development Plan (Max. 40 points)	30	38	25	25	30	39	20	30	40	40	30	40
Qualification (Max. 35 points)	30	33	20	25	33	34	20	30	35	35	25	35
Price (Max. 25 points)	23	23	16	20	25	25	22	25	25	24	20	25
TOTAL	83	94	61	70	88	98	62	85	100	99	75	100
Rankings	3	3	3	3	2	2	2	2	1	1	1	1

Committee Members:

JO = James O'Connor

MF = Monte Falls

TM = Tim McGarry

TF = Ted Fletcher

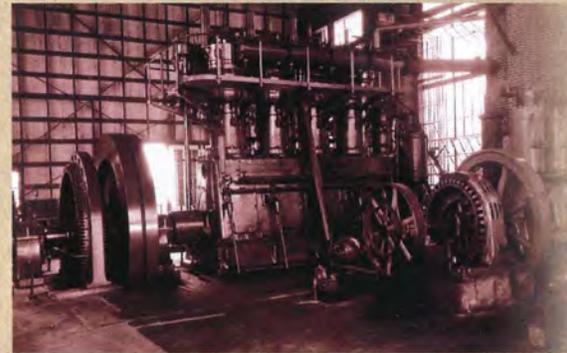
REQUEST FOR PROPOSAL

COPY

CITY OF VERO BEACH, FLORIDA

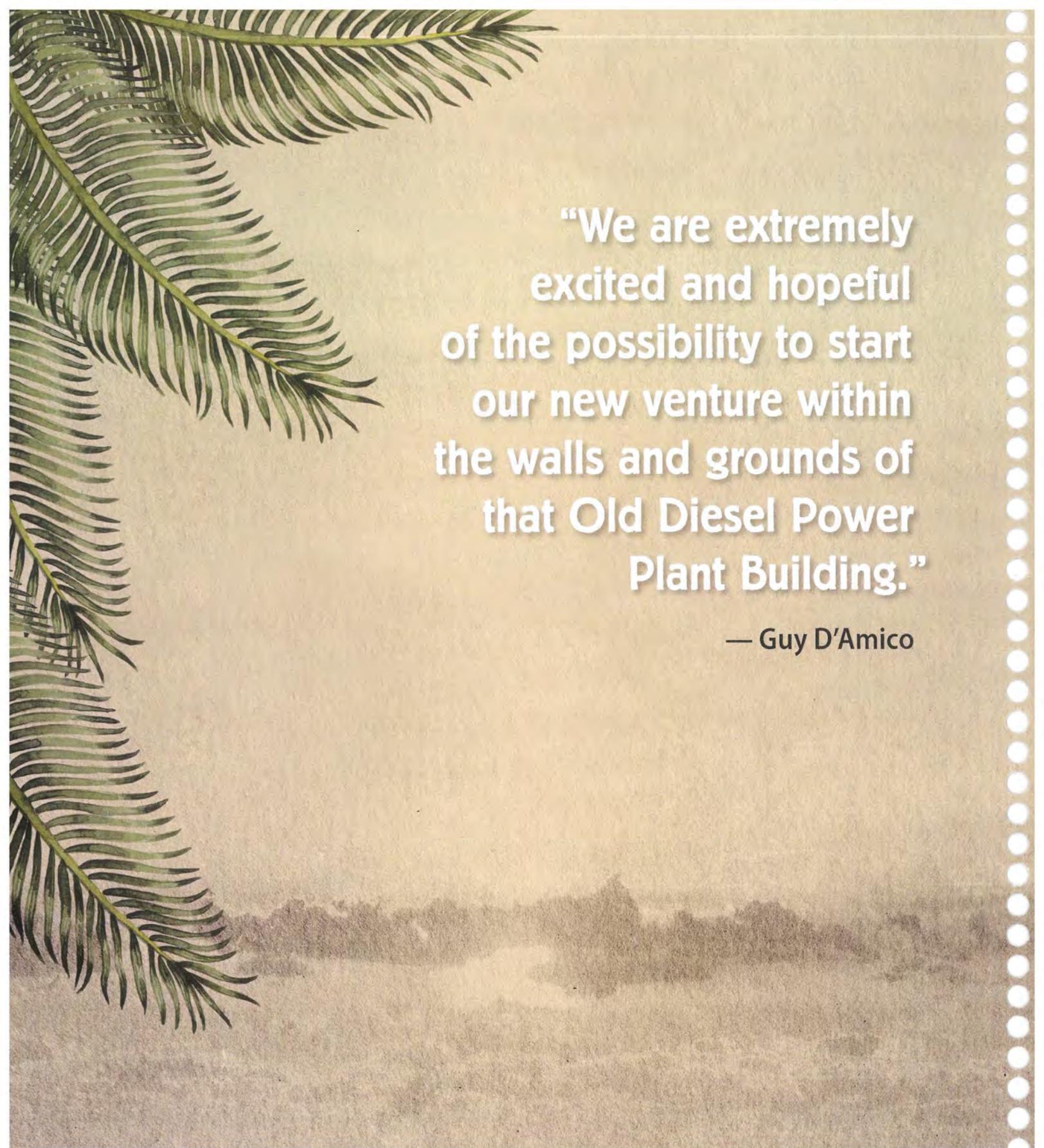
Purchase of Old Diesel Power Plant

RFP No. 380-15-JO



Treasure Coast Distilling Co.

Guy D'Amico - President | 407-383-9800 | guydamico@aol.com
1831 Eagle Trace Boulevard West | Coral Springs, Florida 33071



“We are extremely
excited and hopeful
of the possibility to start
our new venture within
the walls and grounds of
that Old Diesel Power
Plant Building.”

— Guy D’Amico



Treasure Coast Distilling Co.

Guy D’Amico - President | 407-383-9800 | guydamico@aol.com
1831 Eagle Trace Boulevard West | Coral Springs, Florida 33071

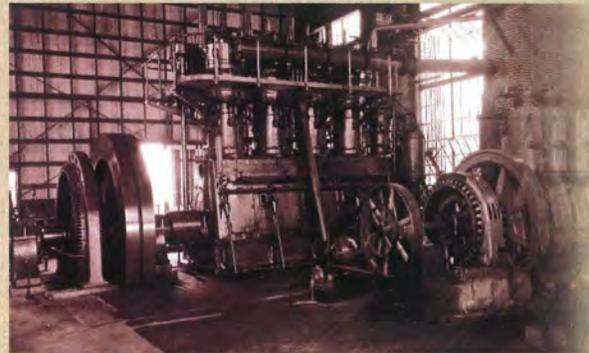
CITY OF VERO BEACH, FLORIDA

Purchase of Old Diesel Power Plant

RFP No. 380-15-JO



Contact Information



Treasure Coast Distilling Co.

Guy D'Amico - President | 407-383-9800 | guydamico@aol.com
1831 Eagle Trace Boulevard West | Coral Springs, Florida 33071

Contacts

Corporate Name
Treasure Coast Distilling Company, Inc.

Corporate Address
1831 Eagle Trace Blvd. West
Coral Springs, FL 33071

Corporate Phone
407-383-9800

Primary Contact Person
Guy D'Amico, President

Primary Contact Address
1831 Eagle Trace Blvd. West
Coral Springs, FL 33071

Primary Contact Phone
407-383-9800

Purchaser Legal Entity
Treasure Coast Distilling Company, Inc.

Purchaser Address
1831 Eagle Trace Blvd. West
Coral Springs, FL 33071

Purchaser Phone
407-383-9800



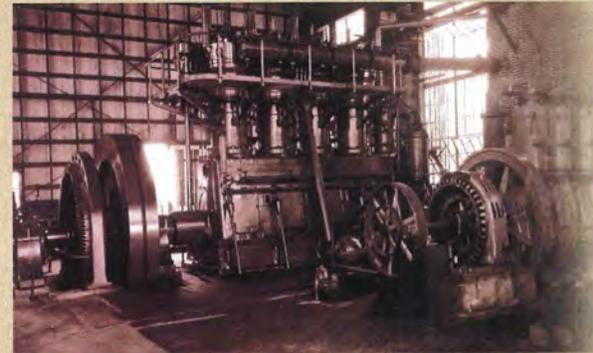
CITY OF VERO BEACH, FLORIDA

Purchase of Old Diesel Power Plant

RFP No. 380-15-JO



Executive Summary



Treasure Coast Distilling Co.

Guy D'Amico - President | 407-383-9800 | guydamico@aol.com
1831 Eagle Trace Boulevard West | Coral Springs, Florida 33071

Treasure Coast Distilling Company: Energizing Vero Beach's Future

Dear Mayor Jay Kramer, City Manager James O'Connor
and the distinguished members of the City Council

The Treasure Coast Distilling Company's concept for the Old Diesel Power Plant Building was developed with one fundamental goal: to re-purpose the once prominent and proud centerpiece of the city with a "planned destination" that conforms to and dovetails within the efforts of the Cultural Arts District vision.

Our project will contribute to the vitality of Vero Beach and bring our community together in a revolutionary way.

We will create a unique destination that both serves and entertains our community. Just as important, this world-class amenity will draw new visitors to the City of Vero Beach.

Our concept is simple: to renovate the Old Vero Beach Municipal Diesel Power Plant with a brand new, on-site, state-of-the-art "Craft" (boutique) Distillery.

The purpose of our concept is to distill world-class spirits and to sell our products on-site to the thousands of visitors who come to our city each year. We are anticipating a robust interest from spirits' aficionados who will want to tour our state-of-the-art facility and visit our quaint tasting room.

We plan to grow our business from a local offering to a nationally recognized brand that will shower positive attention on the Treasure Coast and bring visitors to both our Distillery business and to the City of Vero Beach and all it has to offer.

The Treasure Coast Distilling Company, will be the first of its kind: the first legal and licensed operating Distillery in Indian River, St. Lucie and Martin counties.

Craft Spirits have become a new type of attraction throughout the country, specifically in downtown city environments that attract tourists from around the world



A sizable "showpiece" distilling system located behind glass at the West end of the Old Diesel Power Plant building will allow locals and tourists to experience the fine art of the making of a batch of their favorite Craft Spirits.





Preserving The Old Diesel Power Plant

The architectural renderings and plans presented in our proposal prove that we are prepared and excited to become the new caretakers of the Old Diesel Power Plant. We intend to re-purpose and rejuvenate this historical landmark into a sustainable business concept that has been proven to be 100 percent "recession proof."

The Old Power Plant is a prized asset to our city and community. It deserves a new owner who will once again "make something" inside its walls.



The Distillery Experience

Our Distillery will produce a “memory-making” experience through a combination of creative family-friendly gathering and event opportunities that we will design in collaboration with local city officials, businesses and residents of the City of Vero Beach.

When a visitor opens the doors to the Treasure Coast Distilling Company, their eyes will get wide while taking in our tasting bar with clear views of our copper and stainless steel distilling equipment housed behind a wall of glass. They will breathe in sweet aromas. Their curiosities will be aroused.

Friendly Vero Beach residents and visitors sit at the tasting bar counter waiting to sample “one more” of their favorite locally created spirits or a bite to eat that was delivered through our restaurant partnership program while the conversation bounces from last month’s vacation adventure to next month’s planned trip.

Perched on the counter, a slew of spirit offerings along with an array of non-alcoholic mixers catches their eye. As they stride further into the heart of the Old Diesel Power Plant, they will be immersed in the one-of-a-kind Power Plant Event Space that creates the sense of home and connectivity with the Vero Beach community.

The City of Vero Beach currently provides so much to so many; yet the people who hope and dream and breathe vitality into Vero need a place to feel welcome. We will provide that place.

The Distillery interior will reflect the ideas conveyed by these pictures.



Timeline

PHASE 1 Build out of our Craft "Boutique" Distillery

We estimate the PHASE 1 property development plan will take between one and one 1/2 years from the closing date of the property with the City to the opening of the Distillery doors to the general public. Upon real estate closing, we will immediately begin to implement our current "stand-by" plans that we've been developing with our architect and engineer, and we will begin the permitting process. As soon as all required permits are secured, we will begin construction including the building's mechanical, electrical and plumbing scopes to prepare the building for its interior makeover and build out of the tasting room, office space and storage areas.

The Artesian Distillery equipment will be installed upon final approval of permits from Federal and State Alcohol authorities. We will finalize the property development with the exterior landscaping and lighting plan as soon as we are within 45 days of opening. At that time, we will begin our hiring process for our Distillery staff members, which we plan to procure from the local community. Throughout this process we will follow the strict guidelines and requirements of the National Historical Society that reflect traditional development patterns and align with the prior elevations and facade of the Old Diesel Power Plant original design.

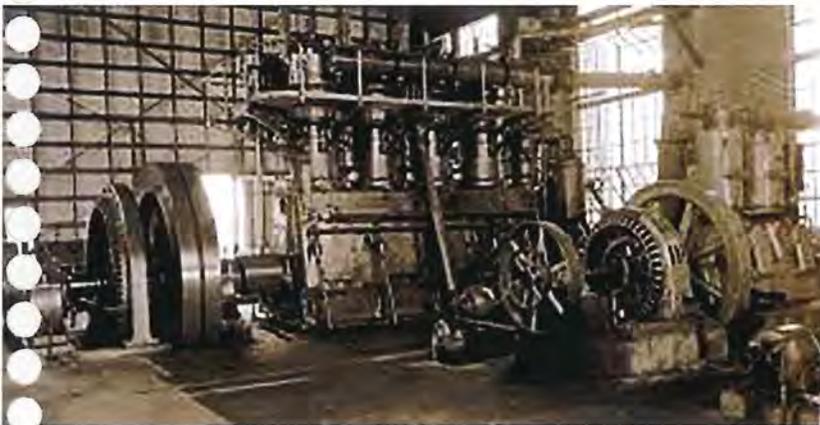
Our ultimate goal is to keep the diesel generator (Unit 3) in its current location and build our plans around it. However, if that is not possible we have a

secondary plan to relocate the generator to the abandoned concrete pad at the West outside wall for exterior display.

Our vision for the building's interior wall architecture will be derived from the same era the building was

erected: the Prohibition Era, and the building will be finished in 1920s-1930s style warehouse finishes with industrial lighting, including state-of-the-art LED bulbs. We plan to gain approval for roof-top solar panels to assist in reducing our carbon footprint. Our fixtures and furnishings will be reclaimed wood, steel and glass.

The history of the Old Diesel Power Plant and sole remaining Iron Giant generator will be preserved and celebrated. We plan to either lightly sand away any remaining burs or paint flaking, and clear coat the entire unit to enhance its aged patina or to completely sandblast the unit to its bare metal core and apply a clear coat that will allow its raw metal to shine when the sunlight hits it.



to five years to develop, we will carefully and strategically seek a unique concept for the West section of the property. We will seek a build-to-suit partner to develop a new building that reflects traditional development patterns and aligns with historic buildings at the street edge. A north-facing pocket park between the Distillery and the new building is a possible alley link to the retail component of the Distillery.

Our vision for the new building(s) architecture grows from the pedestrian nature of the downtown area and the existing historic building just next door. The facility, as a whole, evokes a sense of history influenced by Old Vero Beach as well as the industrial nature of the Distillery grounds, the railroad tracks and other buildings/sites being redeveloped. New build out would create an "open-air village" vibe and gathering place.

The exterior materials for PHASE 2 include brick with stone trim, metal panels, soft awnings, storefront and industrial type windows to match the profiles of the Old Diesel Power Plant, or mimic the 1920s-1930s style of architecture visible throughout the city. The building facade may include a rooftop water tower, or a lighthouse type structure to help define the nature of the building's design era in mind.

History of the Craft Spirits Industry

Once called Micro-Distilleries, Craft or "Boutique" Distilleries have become increasingly popular across the country. In 2005 there were about 50 micro-distilleries legally operating in the United States. A decade later there are 10 times that number.

According to the Distilled Spirits Council Industry Review of 2014, there are more than 700 micro-distilleries in the U.S. There are currently only 20 licensed to operate in Florida, with another five under development.

In 2013, a Florida bill passed that allowed micro-distilleries to sell a limited amount on-site; two bottles total per person per distillery. In 2015, Florida House Bill 263 was passed to amend the original bill with an allowance of two individual containers of each branded product; or three individual containers of a single-branded product and up to one individual container of a second-branded product; or four individual containers of a single-branded product.

Florida law defines a "Craft Distillery" as a licensed distillery that produces 75,000 or fewer gallons per calendar year of distilled spirits on its premises. A Craft Distillery licensed under this section may sell to consumers, at its souvenir gift shop, branded products distilled on its premises in factory-sealed containers that are filled at the distillery for off-premises consumption.

Florida law also allows that upon the request of a state licensed Craft Distillery, the Department of Transportation shall install directional signs for the Craft Distillery at the Craft Distillery's expense, on the rights-of-way of interstate highways and primary and secondary roads in accordance with Florida's Highway Guide Sign Program as provided in chapter 14-51, Florida Administrative Code. This would increase enhanced state and county-wide attention to downtown Vero Beach, drawing visitors to the Distillery and surrounding businesses alike.

Craft Distilleries promote local business, and when tourists visit the state, they go home and can "bring the spirit of Florida" with them – no pun intended.



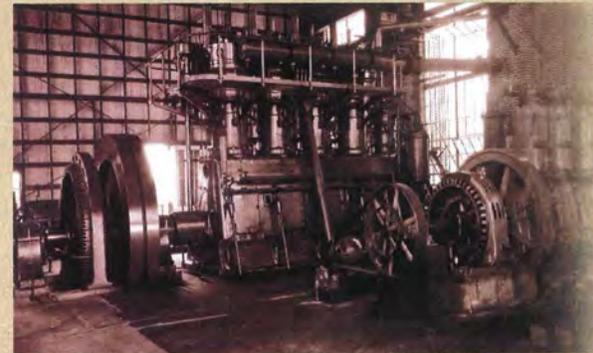
CITY OF VERO BEACH, FLORIDA

Purchase of Old Diesel Power Plant

RFP No. 380-15-JO



Business History



Treasure Coast Distilling Co.

Guy D'Amico - President | 407-383-9800 | guydamico@aol.com
1831 Eagle Trace Boulevard West | Coral Springs, Florida 33071

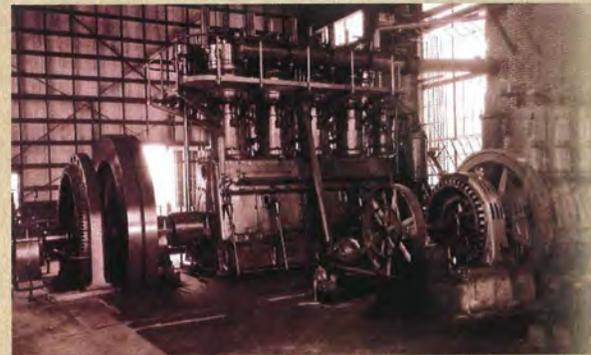
CITY OF VERO BEACH, FLORIDA

Purchase of Old Diesel Power Plant

RFP No. 380-15-JO



Purchase Price



Treasure Coast Distilling Co.

Guy D'Amico - President | 407-383-9800 | guydamico@aol.com
1831 Eagle Trace Boulevard West | Coral Springs, Florida 33071

Our Experienced, Local Team

The Treasure Coast Distilling Company, led by President and Owner Guy D'Amico, has assembled a first class team to develop the Old Diesel Power Plant building.

Guy has a broad spectrum of knowledge gained through years of experience in real estate development (both residential and commercial) and construction (permitting process, OSHA regulations and compliance, building codes, and project cost calculating and construction oversight).

We feel confident that the property planning and development team members that we have assembled – all recruited from the local area – will provide great support and guidance to making our vision for the property a reality. We believe we will exceed the expectation of the City of Vero Beach.

He has a well-developed track record of successful interactions with Federal, State and local municipal governmental entities. Guy has years of experience in retail sales operations and management, hospitality/restaurant operations and management, a strong background in the development and auditing of operational P&Ls and business accounting. Guy's business knowledge of franchise law derived from the creation and implementation of a "first of its kind" franchise offering with a major oil company; "Commission Marketing".

Currently, Guy is an Operations Manager with overall responsibility and oversight of both new build outs, and renovation construction and maintenance repair project work for a major oil petroleum terminal in Fort Lauderdale. He has project cost oversight in excess of \$4M & P&L operational cost oversight responsibility for \$6M annually.

Guy holds several certifications: OSHA certified; ISO-14001 certified (an internationally accepted standard that outlines how to put an effective environmental management system in place); authorization as user of US Department of Homeland Office of Infrastructure Protection records for Security Chemical Terrorism Vulnerability Information; US Department of Homeland Security FEMA Emergency Management certified for ICS-100 / IS-00100.B / IS-0200.B / ICS-320 / IS-00700.A and IS-00800.b for Incident Command and Crisis Level Management and response from Local to Federal disasters, as well as several other Federal & State certified programs requiring numerous hours of training and testing to meet and re-certify annually.

Guy has assisted with and overseen development of a number of residential and commercial properties, that include, but not limited to:

- Co-Development from ground up construction of a major brand retail gasoline station located in the city of Sunrise. Final project cost \$4.6M.
- Co-Development from ground up construction of a gasoline station, car wash and fast food offerings located in the city of Lake Worth. Final Project cost \$5.25M
- Co-Development from ground up construction of a major brand retail gasoline station located in the city of Davenport, Iowa. Final Project cost \$900K
- Co-Development from ground up construction of a major brand retail gasoline station located in the city of Davenport, Iowa. Final Project cost \$1.2M



David Pickerell - *Mentor / Consultant*

David, of Louisville, Kentucky, is a former VP of Operations for Maker's Mark, and is a 30-year veteran of the Distilled Spirits Industry. He has consulted in the start-up of more than 20 successful Craft distilleries throughout the United States and a number of worldwide spirits projects. David serves as the Master Distiller for George Washington's Historic Distillery at Mount Vernon, where he oversees the commercial production of George Washington's Rye Whiskey, including the first batch made since 1814. He also was the lead consultant for the development of the recently opened St. Augustine Distillery that is housed in the historic FP&L Ice Plant, which was built in 1907 as part of St. Augustine's first power and ice complex.

Nicole Austin - *Consultant*

Nicole holds a BS in Chemical Engineering from Manhattan College and has worked for six years in the environmental engineering industry. Self-taught in the area of spirits production, Nicole is now directly responsible for ADI 2012 bronze medal winning Kings County Bourbon. She is president of the newly formed New York State Distillers Guild, and continues to make the development of the Craft spirits industry a priority Nicole. Lives in Brooklyn and spends most of her time "cultivating her

bourbon tasting skills."

Ryan Malkin - *Attorney*

Ryan is an attorney based in Miami whose firm focuses on alcohol beverage law. He is a graduate of Brooklyn Law School and the University of Michigan. He is a member of the bar in Florida, New Jersey and New York. Ryan previously worked as an attorney for Pernod Ricard USA, and he is a former assistant district attorney in Manhattan, New York.



Purchase Price of Property

We are prepared and extremely pleased to offer the City of Vero Beach the amount of \$660,000.00 for the subject property, "The Vero Beach Municipal Diesel Power Plant" located at 1133 19th Place, Vero Beach, FL. 32960. This offer is a full "CASH" offer, with no financial contingencies or outside financing requirements.

Offer price subject to the common standard practices outlined and contained within Florida Commercial Real Estate transactions, including but not limited to, clear and satisfactory survey and title, written approval from the City of Vero Beach that insures acceptance as to the intended use of the subject property; specifically concerning zoning, and allowance for a mutually agreed upon inspection and feasibility timeline (Diligence Period), and an acceptable level of current environmental conditions for the grounds that fully encompass the subject property. i.e. "a clean bill of health", or provide an acceptable plan or program to insure any current known issues are cured post sale.



**January 15, 2016
RFP #NO. 380-15
ADDENDUM #1**

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

CLARIFICATION:

During and following the pre-bid meeting on January 4, 2016 the following questions were asked regarding the Old Diesel Plant Attached is a copy of the renovation plans which are being provided as a public record and the City makes no guarantees to the extent which renovations may or may not have been completed.

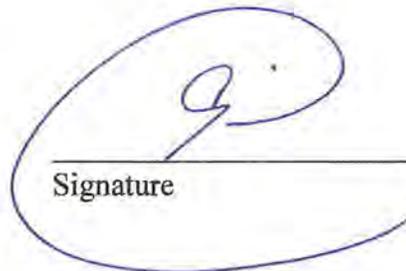
Attached is a copy of a Site Assessment Report (SAR) which may assist in answering questions #1-6.

1. Pit next to the generator is full of liquid (appears to be water and oil) is there an assessment of the level of cleaning on the pit?
2. Is there an assessment of the pits where the previous generators were located?
3. Is there an assessment of the area under the generator?
4. Has all the lead paint been removed from the generator?
5. What is the condition the roof?
6. What is the status of the piping under the building?
7. What company provided windows for Power Plant? **Don't know the company that provided the windows.**
8. Do we have a point of contact of the contractor that removed the old generators and cost? **No**
9. Do we have any drawings of the interior? **Yes see attached**
10. On the west side of the building there is a separate platform of concrete approximately 3' high. Can the platform be removed and what was its previous use? **Yes it can be removed.**
11. How many square feet is the building? **8,918 sqft.**
12. How many acres is the entire property? **1.64 acres**
13. Can the generator be removed? **Yes**
14. How long will the buyer have to perform due diligence? **If required, the City will negotiate with the prospective buyer the period of time required to conduct their own inspections.**

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

Treasure Coast Distilling Company, Inc.

Company Name



Signature

PROPOSAL PAGE

The undersigned representative submits this proposal, certifies that they are an authorized representative of the Proposer who may legally bind the Proposer and has carefully examined the RFP.

NAME (print): Guy D'Amico
SIGNATURE: 
TITLE: President
ADDRESS: 1831 Eagle Trace Blvd. West
Coral Springs, FL 33071

DATE: Jan. 20, 2016

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

(CHECK ONE)

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

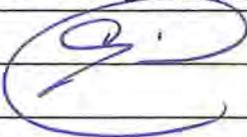
LITIGATION STATEMENT

(CHECK ONE)

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

OR

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Company Name	Treasure Coast Distilling Company, Inc.
Authorized Signature	
Name (Print or Type)	Guy D'Amico
Title	President

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

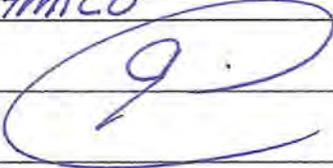
FIRM CERTIFICATION

The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Guy D'Amico

SIGNATURE: 

TITLE: President

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Treasure Coast Distilling Company, Inc.

1831 Eagle Trace Blvd. West

Coral Springs, FL 33071

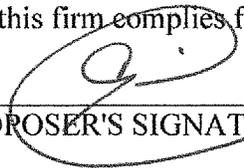
DATE: Jan 20, 2016

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free Work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



PROPOSER'S SIGNATURE



**The Vero Beach Historic Diesel Power Plant
AKA
Power Studios Vero Beach - An Art, Entertainment and Dining Complex**

The Old Historic Diesel Power Plant is one of the most important historical and visually prominent properties in Vero Beach. This proposal envisions its transformation into one of the cultural landmarks of the city. As you will see from my history, realizing such transformations is a hallmark of my professional career.

My commitment, capabilities and results will assure the development of this historic property into a landmark of the Vero Beach community.

As an "Environmental Sculptor" I recognize that people are not only stewards of the environment, but an integral part of the fabric of the environment. My art is designed to draw attention to the role and responsibility each of us plays in keeping the environment intact and thriving. To summarize, preserving our environment preserves our heritage.

As a resident of Vero Beach for over a decade, I have invested my financial resources and time renovating and developing residential, studio and gallery properties in the city. In the Central Beach district I purchased and renovated two residential properties on Indian River Drive and on Banyan Road. I also purchased a property in the Edgewood district as an art studio for my personal works and renovated a home for upscale rental.

I am one of the leaders in the city initiative to develop an active art district and have encouraged six other investors to buy in the aforementioned district to develop artist studios, galleries and cafes.

Professional History

MGM Studios

In 1980, I created the metal sculpture which graces the MGM Film Studios corporate headquarters in Las Angeles, California.

Undersea Art Gallery, Key Largo

In 1985, I created the world's first Undersea Art Gallery, Key Largo Florida. The installation of this gallery of undersea sculpture required trucks, cranes, boats and a helicopter to complete the work. This achievement resulted in media attention throughout the globe.

Four years later, I retrieved this collection from the ocean floor and exhibited it at the Miami Museum of Science, Palm Beach Museum of Science and other prominent locations (see enclosed). These works are presently being displayed on the campus of Florida International University in Miami Florida.

Power Studios Miami

In 1990, I purchased and renovated a 20,000 sq. ft. circa 1925 warehouse in a blighted neighborhood now known as the Miami Design District. As the impetus and focal point for the transformation of this district into what it is known for today, Power Studios became the district's first art, entertainment and dining complex. Power Studios was the topic of the international press and became the backdrop for many famous movie shoots, catalog and advertising photo shoots and national and local media events (see enclosed). In 2000, I created the ANNEX Studio, an additional 7000 sq ft. warehouse in a neighboring location which became the genesis for a surrounding art district that evolved into the now world famous Wynwood Art District. In 2004, I moved to Vero Beach in order to recapture the opportunity to duplicate my ground-breaking efforts in Miami here in Vero Beach.

In 2014, Power Studios Miami was sold and I retained the trademark and naming rights and intend to develop the Historic Diesel Plant into POWER STUDIOS VERO BEACH.

POWER STUDIOS VERO BEACH, IS INTENDED TO BE THE CORNERSTONE OF THE DOWNTOWN ARTS VILLAGE AND TO CAPITALIZE ON THE GROUNDBREAKING ENERGY AND VITALITY CHARACTERIZED BY THE ORIGINAL POWER STUDIOS.

The Vision

This proposal envisions the use of the 1.64 acre property as a showcase space for the arts, cultural events, vintage auto and motorcycle shows, antique fairs, music and international independent film festivals.

The identity for the property will consist of signage at the entrance only so as not to interfere with grace and uniqueness of the historic architecture. Commercial signage would detract from the aesthetic of the property. Because of the monumental dimensions of the building's interior, I propose that it be used to house monumental works of art as a gallery.

Five giant 14 ft. diameter ceiling fans suspended 15 ft. above the floor will circulate air, and spot/movable A/C units (which are popular in film & photo studios as well as in outdoor restaurant settings) will be utilized as needed.

The space will be refloored in rustic plank wood in keeping with the existing industrial look.

A commercial kitchen will be constructed to support a gourmet cafe' menu specializing locally sourced agricultural products as well as locally caught seafood and craft breweries from the local market. International cuisine and wines will be promoted on an ever changing menu that will reflect seasonal changes and celebrate cultures from around the globe. The proposal suggests a new type of indoor and outdoor dining characterized as "elegant-industrial" and for the first time, the property will be available for rental as a wedding, fund-raising and special events venue with moveable sets and walls as events demand.

With its large interior space, Power Studios Vero Beach will also be one of the area's most popular locations for movie and photo shoots.

Timeline

Upon closing the purchase of the property, the developer will begin the disassembly of the diesel engine which will benefit the completion of the environmental cleanup by the City of Vero Beach. The vision is to disassemble the entire motor, restore it and reinstall the power plant to its original location.

The motor will be coated with clear silicone epoxy and appear as the complete authentic motor as it functioned in the 1920's. The varied internal parts (never seen inside) will be removed (cam shafts, timing chain, spark plugs, intake & exhaust valves, etc.) and will be used to create multiple permanent sculpture installations on the property. The quintessential sculpture will be a kinetic monumental sculpture towering up to 20 ft. Solar powered, the giant crankshaft and pistons will move in slow perpetual motion on the NW corner of the property for all to see as they enter Vero on State Road 60. As the sculpture is unveiled, a press release will be sent to local & International media.

60 Days from closing, the developer will relocate the entire Ross Power Sculpture Garden from Miami International University to the new location- Power Studios Vero Beach. Simultaneously with the installation of this collection, the developer will also send a call to artists for other monumental sculptors to exhibit for sale here in Vero Beach. This will immediately transform the property onto one of a handful of monumental sculpture galleries in the United States.

90 days from closing, the developer will remove the diesel engine and begin transforming it into art.

120 days from closing, the developer will begin festivals including an outdoor film festival using the existing concrete slab (located on the west side of property) as a stage and screening area. The audience, invited from the two thousand signatures gathered in the petition (supporting converting The Diesel Plant into an Art Complex) by the Vero Beach Cultural Council, will sit in lawn chairs and be introduced to the vision that has come to the site, an Art Complex for all of Vero Beach.

Within one year of having the environmental cleanup complete, the developer proposes to complete construction of the commercial kitchen and interior café, gallery and rental facility and install the Kinetic Sculpture.

At this time a private and public grand opening will be held, formalizing the venue as open for business.

The Team

Ross Power – Developer and Creative Director
Holly Brennan- Interior & Architectural Design
Chef Kitty Wagner- Kitchen Concept Design & Chef
John Ryan- Graphic Design & Production
Paul Johannesson- Development Consultant
Arthur Metz- Promotion & Public Relations
Paul Walsh- Structural Engineer
Fredrick Lewis- General Contractor
Don Broyles- Landscape Architect

Summary

The Developer has assembled a team and concept along with the demonstrated experience for a property of this type that will produce an extraordinary property and bolster the proper development of Vero Beach.

Proposed Purchase Price

It is the developers understanding that the appraised value of the property is \$625,000 (six hundred and twenty five thousand USD) with the environmental cleanup performed by the seller, The City of Vero Beach. The developer is prepared to pay the appraised amount and begin development upon acceptance of this proposal.

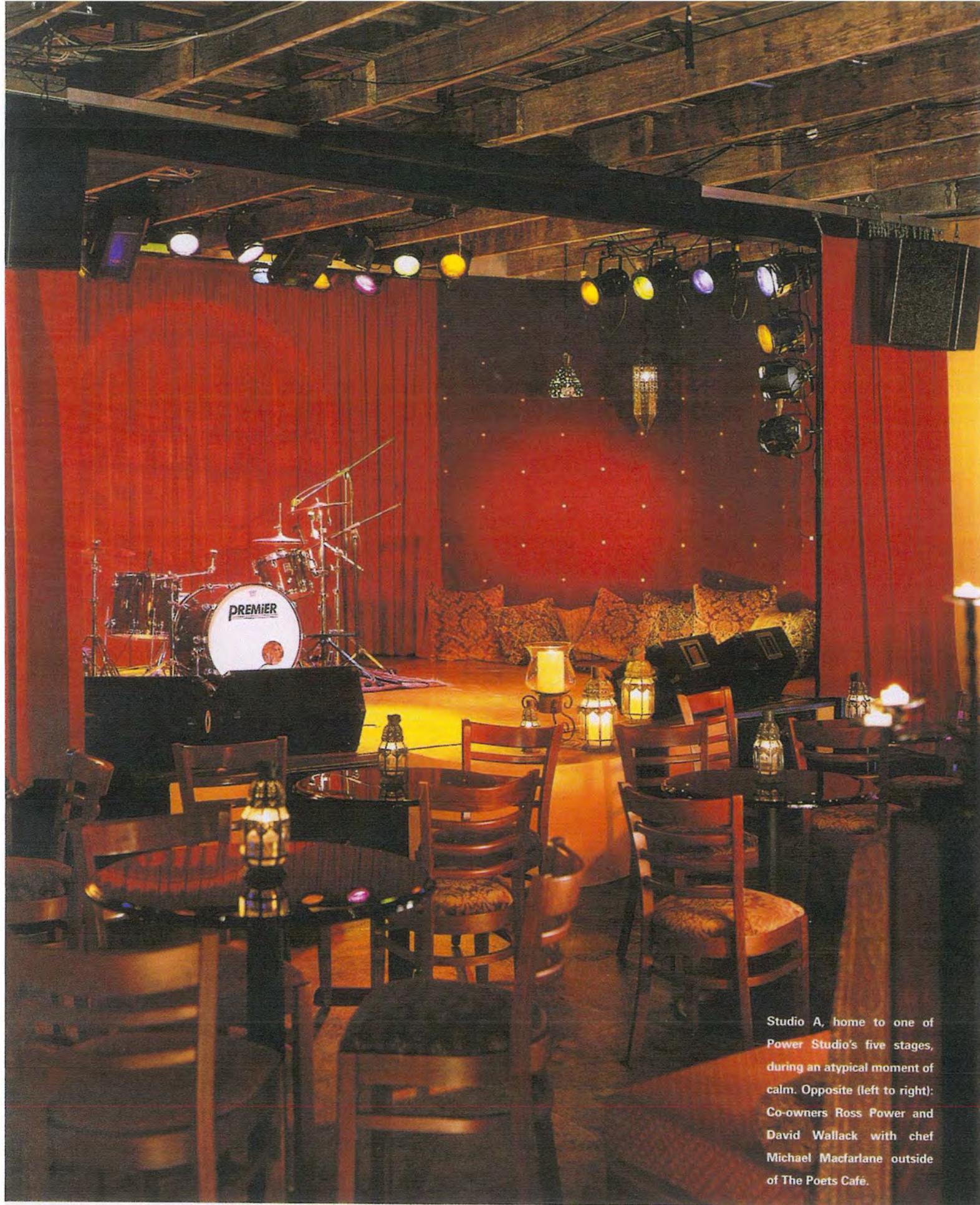
Thank you for your consideration,

Ross Power

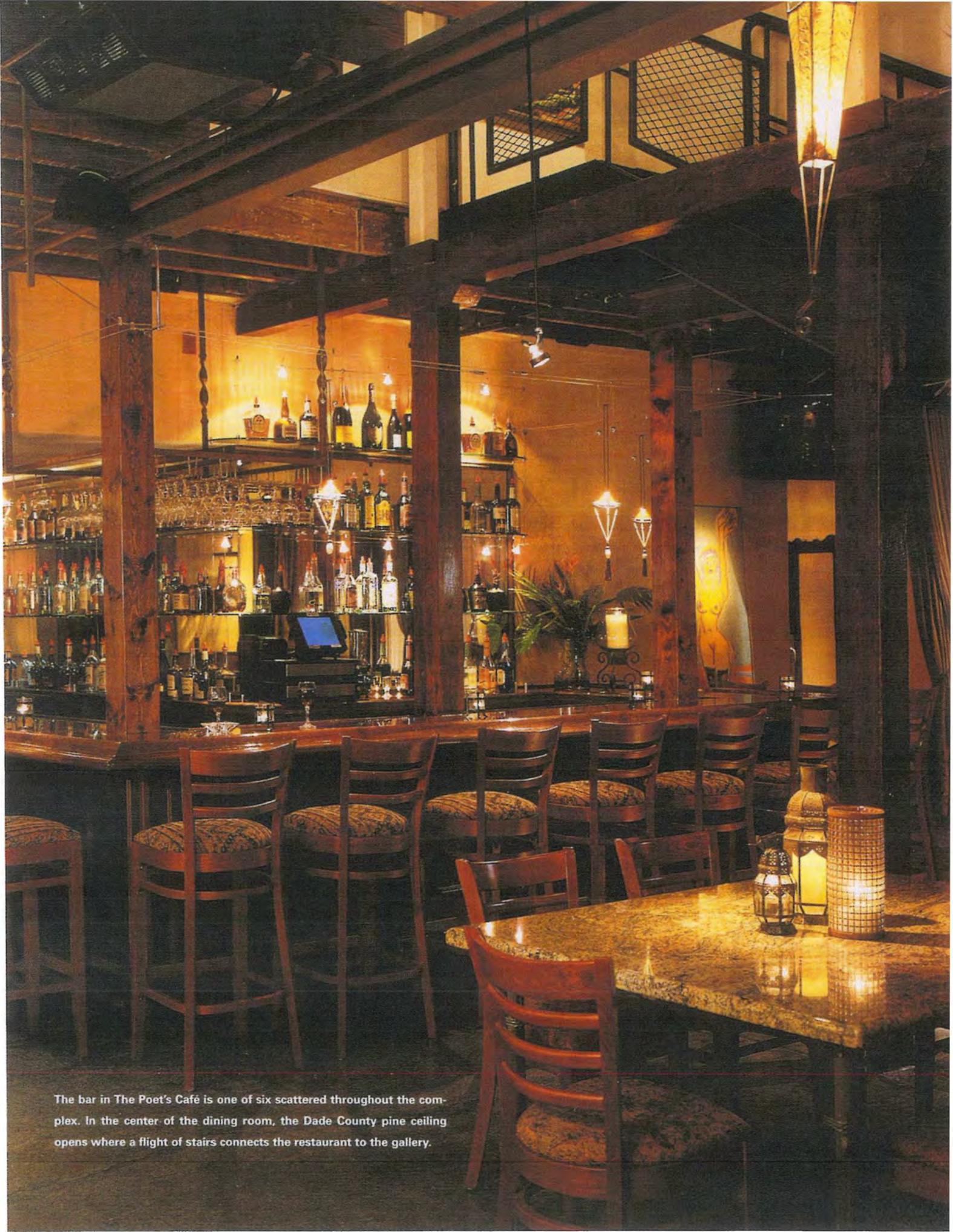
President, Power Productions, Inc.

www.rosspower.com





Studio A, home to one of Power Studio's five stages, during an atypical moment of calm. Opposite (left to right): Co-owners Ross Power and David Wallack with chef Michael Macfarlane outside of The Poets Café.



The bar in The Poet's Café is one of six scattered throughout the complex. In the center of the dining room, the Dade County pine ceiling opens where a flight of stairs connects the restaurant to the gallery.



Whatever **Power Studios** in Miami's once-sleepy Design District is, there's no single word for it. A restaurant, yes, it's also a recording studio, art gallery, dance club, performance space, bar complex, photo studio, video-production facility, and cinema. A wired hybrid linked by a thread of electronic cable.

And one that's struck a chord, it seems. Although it's only been open a few months during Miami's somnolent off-season, Power Studios sprouts—on weekends especially—a long tail of prospective diners, dancers, watchers, and listeners hankering to get in. Since spring, its business has swollen an average of 14 percent a week.

Part of the attraction is certainly how perfectly of its moment this many-limbed creature is. Symptomatic of the blurring of distinctions and bulldozing of boundaries that's increasingly the spirit of the times, Power Studios could easily borrow the title of a recent gallery exhibit in New York City, "Boundlessly Various and Everything Simultaneously," if it didn't already have a mercurial maxim of its own: "The Melding of the Mediums."

But balancing this magnetic "zeitgeistial" appeal is another attribute that's just as critical. Unlike many restaurants that are also something else, Power Studios is no cynical packaging of profit venues—one part salmon, one part orangutan sewn together into an unconvincing mermaid—but rather an enticingly organic whole, cultivated from a preexisting but undernourished scene.

That scene germinated more than 10 years ago, when **Ross Power**, an artist and not yet founder and co-owner of Power Studios, arrived from California to install an underwater sculpture from his *Treasures of Atlantis* series in Key West. Drifting to South Beach, he settled in with the small underground of creative types taking advantage of cheap digs in what was then a forlorn strip of musty Deco structures housing mostly vacant-eyed retirees indifferent to the pristine white waterfront. It wasn't long, however,

before Power caught wind of the steroid shot being prepared for South Beach. An artist who "didn't want to be part of a tourist destination," he began looking for less green pastures.

What he found, 10 minutes from South Beach and two from downtown Miami, was a 25,000-square-foot, two-story storefront in an amiable ghost of a neighborhood washed by fresh ocean breezes and trying to establish itself as an enclave of architect's offices and interior design showrooms. Power cleared out studio space in the building for himself and his 14-year-old son, Pablo, and gutted the rest, with the hope of renting the same to others. The year was 1989, and open loft space was not a common commodity in Miami. When the renters came, they were less frequently paint-smearing artists and ragtag photographers than scouts looking to shoot catalogs and music videos, hold parties, fashion shows, and performances. Finding himself in the position of an Andy Warhol lordling over his Factory, Power decided that "this is the sculpture," put his underwater projects aside, and took to developing the studio as a work of conceptual art.

Nearly a decade later, his work was ripe for the picking. The studio had developed mystique—Gianni Versace had shot his last collection there, hot bands sought it out as a venue—and the Design District also was finally coming into its own. Designers and architects lured for a spell to a dreary d&d building were returning to the district's quiet streets, along with a new crop of high-quality art galleries. Still, Power explains, "It would have taken another 10 years to get the studio to where it is today."

Enter **David Wallack**, a longtime friend, who, rather than flee South Beach at the time of the boom, had stuck around and opened the very successful **Mango's Tropical Café** on Ocean Drive. He watched the development of the studio with interest and told Power that he was ready to jump in if he ever needed a partner. Power had, in fact, reached the point where he felt the luster of his Warholian persona starting to fade. "I was beginning to feel like a studio manager, which is not what I wanted to be," he recalls. Power asked Wallack if he would be interested in taking over the day-to-day management of the studio, and together they hatched plans for transforming Power's studio into Power Studios.

It was essential that the building retain its life as a working artists' studio. That was especially important to Wallack, who wanted to install a recording studio for his record label, IanI



On the second floor, the Martini Bar and art gallery provide, more often than not, an oasis of calm where visitors can escape the multimedia blitz and engage in old-fashioned conversation. The steps accommodate a small waterfall of Japanese river rocks and lead to the roof deck.

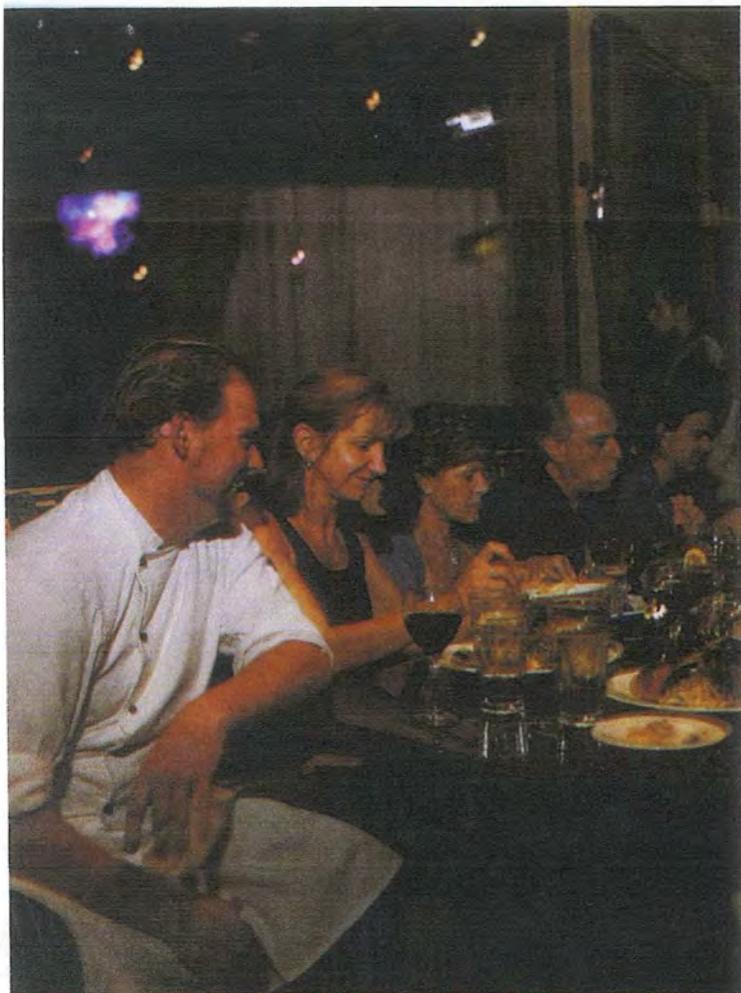
Productions, on the premises. But it was also the key to whatever other development they undertook. Wallack understood that the studio's most important asset was "the vibe" Power had nurtured there. Nothing should disturb it. In fact, Power's role was to be something of the resident aesthete who made certain that Power Studios retained its artistic energy and integrity.

For years, Power had wanted the studio to have its own restaurant. Meals for shoots or parties always had to be catered, and there was no gathering spot in the neighborhood to retreat to during a break or at the end of a day's work. Wallack, for his part, noted the potential for considerable lunch business brewing in the local design offices. Already a successful restaurateur, he saw no reason why a restaurant shouldn't be a central facet of Power Studios' public face.

Today, the crowds funnel into Power Studios through a door—cut into Pablo Power's swirling mural on the building's facade—that leads right into the restaurant, *The Poet's Café*. The mural, an energetic mingling of amorphous forms, tells far more about the total picture than the restaurant does. Cool, quiet, and dark,

The Poet's Café is the eye, the still point, in the storm of activity that animates Power Studios. Only the video monitors that pepper the corners—flashing a few moments of flicker from a silent film, the silhouette of a trumpeter bathed in red stage lighting, or a maze of video feedback—suggest the variety of goings-on elsewhere under the same roof.

Not that The Poet's Café doesn't hum with its own fecund murmur. If its name, together with the spectacle of teenagers in security uniforms circling on bikes out front (to escort visitors, more out of courtesy than necessity; the few feet from the parking lot to the door), call to mind Jean Cocteau's *Orphée*, the association is not off the mark. Just as the Café des Poètes in that 1949 film provided a hangout for turgidly creative souls, at this Poet's Café one is apt to find a scruffy photographer and his assistant enjoying a beer after a day's work shooting in the studio upstairs. Next to them at the bar, one of Miami's yet-undiscovered bards, in a Pink Floyd T-shirt, could be steeling his nerves for a poetry reading. Groups of musicians, managers, and record producers, gallery owners and artists, students from the local Design and Architecture High School, or



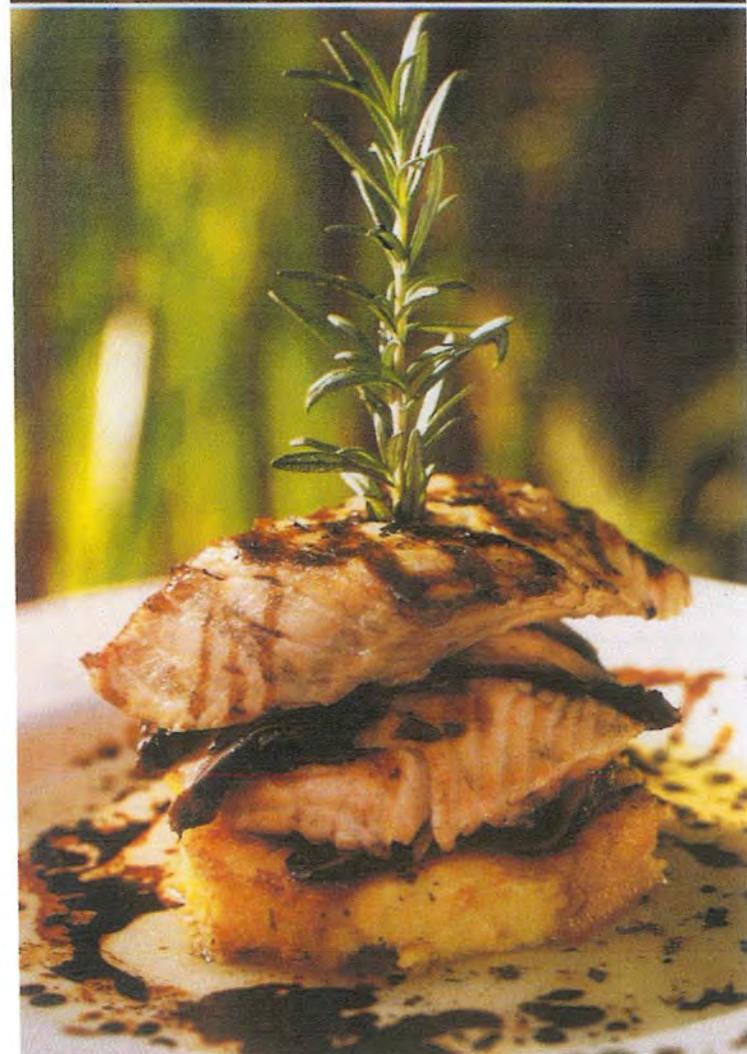
Macfarlane (left) sits down for a sampling of dishes like his seared ahi tuna with sweet potato/ginger mash, Port wine sauce, and Asian cabbage slaw (above) and grilled rosemary salmon with crispy polenta (left).

designers and architects might also have settled down for a meal. A good part of the restaurant's allure is that it's not simply art themed but a working part of a working arts center.

The interior designer, Power's companion of seven years, Holly Brennan, was careful to retain the building's loftlike feel. The entire ground level has concrete floors with ghosting from cleared walls and open ceilings of Dade County pine stained with a patina of faded whitewash. The 80-seat dining room, which was, in fact, once Power's workspace, is now lit with spangled light from Moroccan lanterns. New mahogany millwork, stone and lacquered tables, and upholstered seating transform the rough-hewn shell into a sophisticated and comfortably bohemian restaurant. One that sets chef **Michael Macfarlane's** food shoulder-to-shoulder with the other artistic endeavors at Power Studios. An arrangement that's fine with Macfarlane, who, after serving short stints at a number of **Wolfgang Puck Cafés**, is happily savoring his artistic freedom.

Macfarlane has shaped a dual-purpose lunch/dinner menu of "eclectic bistro" fare that is perfectly in keeping with the spirit of the place. It offers salads, sandwiches, and other informal repasts—such as the chef's favorite pizza topped with Granny Smith apples, candied pecans, red onion, garlic oil, Gorgonzola, and mozzarella—as well as dinner proper in the form of slow-roasted lamb shanks over polenta or local grouper pan-seared with braised vegetables and a ginger/lemongrass broth.

The only shackles on Macfarlane's freedom came in the form of two starters. A revelatory peanut butter-and-jelly sandwich (well, seven of them actually) late one ravenous evening on Copper Mountain convinced Wallack, in a moment of fat-and-fructose induced satori, that "Elvis' favorite" must appear on the menu. Few chefs like to hear that they will be serving a pb&j, but Macfarlane accepted the challenge, concocting a plate of double-decker grilled





How could any self-respecting Miami nightspot get along without its own Caribbean Village? Power cleared away tons of sculpture and raw artists' materials to make way for an outdoor dining area/dance floor that erupts most vividly on Friday "Latin Nights," when all five Studio stages feature Latin music.

sandwiches suavely stuffed with his own brandy/berry preserves, crunchy peanut butter, and bananas. As if that weren't enough, Wallack wanted Pigs in the Blanket on the starter menu as well. Again, Macfarlane, swallowing his chef's pride, rose to the occasion by wrapping classic Hebrew National franks in house-made pastry and serving them à la ballgame with sauerkraut and spicy brown mustard. But what do you order to follow either? The question, says Wallack, is moot. Both sandwich and dog are meant primarily as finger food to accompany the films that are screened on the roof almost nightly.

If you've settled down in the cafe for a real meal, it's almost possible to forget, with just a hint of Brazilian guitar music tingling in the background, that there's more to Power Studios. This is by design, of course. When Power, Wallack, and Brennan divvied up the space, they decided to keep each facet of the studios separate and distinct. So much so that, though not a hint of the din reaches the restaurant, literally a few steps away, down a short sound-proofed corridor, achy, blaring live jazz might be unfurling in Studio A. More a night spot than a "studio," the cavernous room, with its own bar and proscenium stage, is likely a crush of exposed navels and open shirts, as gaping jazz aficionados empathize with a sweaty dark-suited trumpeter leading a four-piece ensemble through a frenetic free-form composition.

Then, even this melodic chaos disappears with the swing of another door as you enter the sound trap that links Studio A to Studio B. After a few moments of silence, Studio B explodes into view: an orgy of maenadic dancing, psychedelic lighting, and

acid/techno music buoyed by yet another bar. The music is spun by a DJ who also controls the two Technobeams, standard dance-club equipment that produce a wide array of lighting effects. But he is often assisted by **Rey Parla**, Power Studios' resident experimental filmmaker, who patrols the building, using an arsenal of five different handheld controls (essentially television clickers) stored in a pair of baggy trousers to operate the three Technobeams, 12 video monitors, four video cameras, five video projectors, and four large video screens dispersed throughout. In Studio B, he might start a pulsating loop of video feedback on the monitors, then stroll into Studio A, drop a translucent scrim in front of the stage, and project an image of the band onto the band (an effect that always drives the crowd into a frenzy).

Playing with the "multimedia wallpaper" created by this network of sound and video equipment positioned throughout Power Studios allows Parla or Power, or whoever is taking the helm, to manipulate the mood, keeping things balanced and intriguing. "You create an ebb and flow," explains Power. "That's how you pique people's interest and keep them in the building. No matter what your age or mood you should be able to find a niche and be happy to stay for a couple of hours. We always maintain a space, for example, where you can hear yourself speak—the restaurant or, if it gets busy, the gallery or roof deck."

So, while the atmosphere in the restaurant is sophisticatedly sedate, Studio A bracingly avant-garde, and Studio B Dionysian, just upstairs, the mood at the blond-wood Martini Bar is relaxed and chatty. People perch on comfy sage-green couches patterned



Music on sultry Latin Nights can range stylistically from “Caribbean voodoo” (left) to classic carnival-style samba (right), while on the other stages Haitian dance, world beat, funk, folk, jazz, or acoustic acts cast their spells, vying with poetry readings, dance music, and film screenings for visitors’ attention.

with op-art squares or wander the airy room that doubles as an art gallery, sipping drinks while perusing a show of bright and surreal Haitian portraits. In one corner, a pale orange cat licks its paw.

None of this, however, is fixed. Friday nights, for example, are Latin nights. A Latin alternative band might hold court out back in the “Caribbean village” while a Haitian dance band takes over Studio A. The Brazilian guitar in the dining room is now live, piped in from the roof deck. The dance floor in Studio B has been strewn with pillows to create a lounge for weary dancers stumbling in from the other rooms. And the art gallery could be populated by luminously spare abstracts painted on silk, on loan from a local gallery.

Nor is this fluid “live” face of Power Studios—music, food, art, poetry readings, film screenings—the end of the story. Rather, it provides an ideal postmodern launchpad for the owners to embark on careers as media moguls. Just beyond the gallery, in the recording booth, engineers might be taping the performance in Studio A for the “Live from Power Studios” series of CDs (available downstairs, of course), while in the studio itself, Wallack might be toasting the release of a new CD on his IanI label. Between its recording studio (which doubles as the photo studio) and the video-production facility, Power Studios is not just a vibrantly diverse performance space but a potential media-publishing monster. The 32-track digital recording facility, the audio/video multiplexer, and the 43 coaxial cables that snake out of them, clinging like vines to the open pine ceilings, can transform pretty much whatever transpires at Power Studios into digital information that can be

repackaged for sale. Wallack’s dream is one day to broadcast, live on the Internet, pay-per-view big-name concerts from the 150-seat Studio A. Power’s dream is a little different. He too has his own media publishing venture, Power Productions, which will produce books, CDs, films, and videos out of Power Studios. He has deals with several local art dealers to curate shows in the gallery and has sent out a call-for-entries to the First Annual Miami Underground Film and Video Festival, to be held there as well. And he has moved his own studio to an annex around the corner, where he is at work on an underwater ballet centered around one of his sculptures. This, too, he plans to broadcast on the Internet.

Meanwhile, Power Studios both draws and radiates its own energy. The efflorescence of media in the neighborhood has inspired the local Design and Architecture High School to start a film department. And Power has offered to screen the work annually—on the roof deck, yet another facet of the labyrinthine Power Studios. There, you can settle into Brennan’s accommodatingly oversized chaises and, under the night sky, give your attention to a film flickering across the large video-projection screen. Or, cocktail in hand, simply settle back and nibble on peanut butter-and-jelly sandwiches while watching clouds dissolve in the South Florida sky.

At the end of the day, Power surveys his realm and pronounces Power Studios successfully “everything to everybody. This sculpture, a kinetic art piece, is done,” he concludes. “I need to keep giving it energy, of course, but not at the frenetic pace I have been for 10 years.” ■

PROPOSAL PAGE

The undersigned representative submits this proposal, certifies that they are an authorized representative of the Proposer who may legally bind the Proposer and has carefully examined the RFP.

NAME (print): Ross Power

SIGNATURE: 

TITLE: President - Power Productions, Inc.

ADDRESS: 816 Banyan Road
Vero Beach, FL 32913

DATE: 1/20/16

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

(CHECK ONE)

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

(CHECK ONE)

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

OR

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Company Name

Power Productions, Inc.

Authorized Signature



Name (Print or Type)

Foss Power

Title

President

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

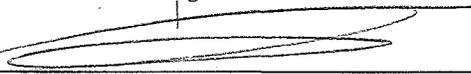
FIRM CERTIFICATION

The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): ROSS POWELL

SIGNATURE: 

TITLE: President

NAME OF FIRM/PARTNERSHIP/CORPORATION:

POWER PRODUCTIONS, INC.

DATE: 1/20/16

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free Workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



PROPOSER'S SIGNATURE

January 15, 2016
RFP #NO. 380-15
ADDENDUM #1

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

CLARIFICATION:

During and following the pre-bid meeting on January 4, 2016 the following questions were asked regarding the Old Diesel Plant Attached is a copy of the renovation plans which are being provided as a public record and the City makes no guarantees to the extent which renovations may or may not have been completed.

Attached is a copy of a Site Assessment Report (SAR) which may assist in answering questions #1-6.

1. Pit next to the generator is full of liquid (appears to be water and oil) is there an assessment of the level of cleaning on the pit?
2. Is there an assessment of the pits where the previous generators were located?
3. Is there an assessment of the area under the generator?
4. Has all the lead paint been removed from the generator?
5. What is the condition the roof?
6. What is the status of the piping under the building?
7. What company provided windows for Power Plant? **Don't know the company that provided the windows.**
8. Do we have a point of contact of the contractor that removed the old generators and cost? **No**
9. Do we have any drawings of the interior? **Yes see attached**
10. On the west side of the building there is a separate platform of concrete approximately 3' high. Can the platform be removed and what was its previous use? **Yes it can be removed.**
11. How many square feet is the building? **8,918 sqft.**
12. How many acres is the entire property? **1.64 acres**
13. Can the generator be removed? **Yes**
14. How long will the buyer have to perform due diligence? **If required, the City will negotiate with the prospective buyer the period of time required to conduct their own inspections.**

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

POWER PRODUCTIONS INC.
Company Name


Signature

2|15|2016



*a plan to bring art
and the cultural community together*

New Life for Vero's Old Diesel Plant

A plan to bring art and the
community together



POWER STUDIO | VERO BEACH

Agenda

- My qualifications
- Plan and Uses for Site: Inside and Out
- Visual examples
- Financials
- Why its best for Vero



My qualifications cont'd

- Environmental sculptor - many installations
- Boutique developer
- Invested in Vero - Resident over 10 years
- Own Central Beach residence and studio in Cultural Arts Village
- Renovated four Vero properties
- Member Cultural Council Team - defining first diesel plant plan and Cultural Arts Village



My qualifications cont'd

- Renovated 25,000 sf 1925 Miami warehouse; purchased 1989 for \$90K; sold 2013 for \$8.5 mil
- Catalyst for Miami Design District to flourish
- Original Power Studios ran 20+ years:
 - Art gallery, entertainment, dining complex
 - Site for movie and photo shoots
 - Created national/local media events





POWER STUDIOS MIAMI

My Vision for Power Studios Vero Beach

- Doubles size of Vero's cultural offerings thru satellite events
- Multiple uses: Commercial kitchen supports restaurant and catered events/festivals
- Indoor/outdoor classes/performances
- Monumental sculpture garden
- Art gallery



Diesel Plant and the Arts District

- Continuity with Vero's history
- Anchor the Arts District's future
- Complement Cultural Arts Village plans

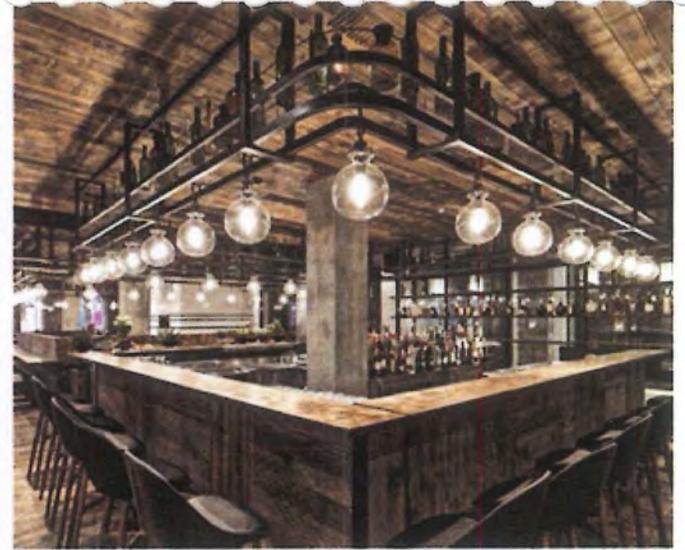


POWER STUDIO | VERO BEACH

Plan for Interior

- Industrial chic, creative space
- State of the art open kitchen
- Movable sets
- Elegant bathrooms/dressing/green rooms
- 5-14 foot diameter ceiling fans
- Portable heaters and a/c units





INDUSTRIAL STYLE W/OPEN KITCHEN



INDUSTRIAL CEILING FANS



**PORTABLE
HEAT AND
AIR CONDITIONING**





**PARKING & LANDSCAPING
LAYOUT**

Create Monumental Sculpture Gallery

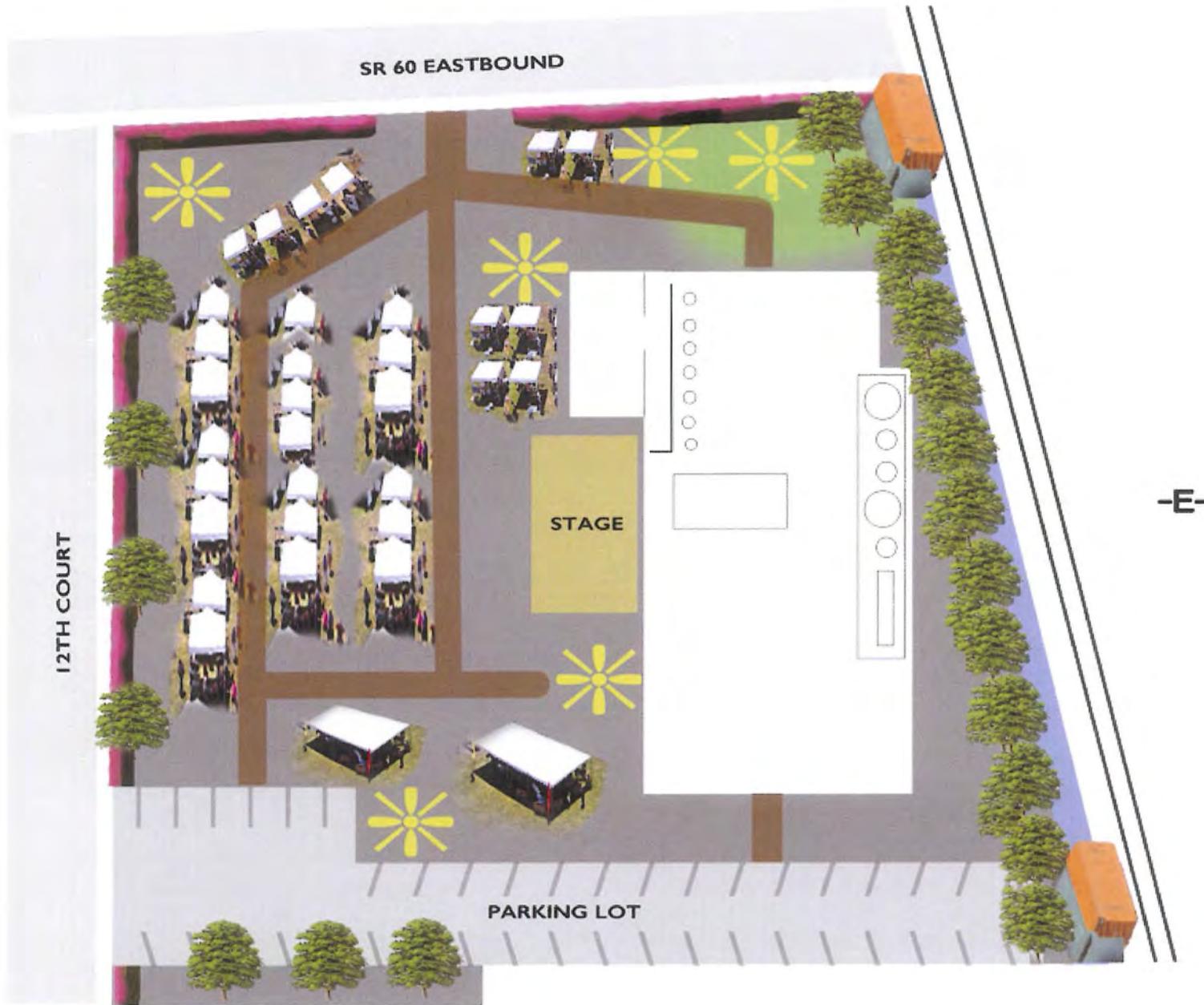
- Relocate Power FIU Sculpture Garden
 - Creates art in public places
- Call to artists to show their work
- Will be one of few monumental sculpture galleries in US - draw for artists, tourists, art lovers



Concept will support many indoor and outdoor activities

- Restaurant/Cooking classes
- Stage and screening/Performance spaces
 - Outdoor film festivals
 - International food festivals
 - Music/dance festivals/lecture series





FESTIVAL LAYOUT



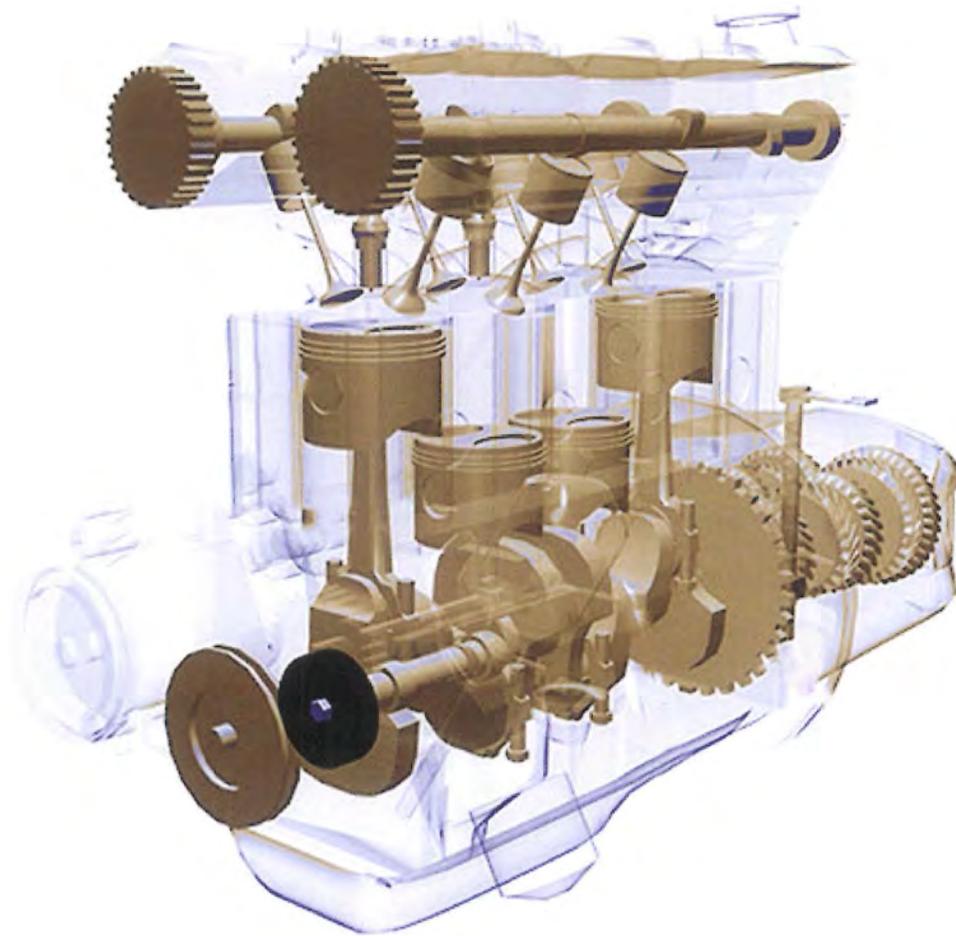
EXHIBITIONS, FESTIVALS & MORE

Preserves Diesel Plant's Identity and Presence

- Diesel Plant as environmental sculpture
- Maintains building integrity: No signs
 - Gentle landscaping
 - Disassembled generator becomes sculpture: engine block stays inside; parts = multiple outdoor sculptures



POWER STUDIO | VERO BEACH



What to do with train?

- Sound barriers - 8-10 ft wall and railcar containers along track
- Berms + trees at tracks north/south ends
- Integrate train schedule with activities
 - Train clock; gate falls when train passes



POWER STUDIO | VERO BEACH

Timeline from closing

- Begin disassembly of generator immediately; begin photo/film shoots
- 60 days: Move sculpture garden from Miami
- 90 days: Remove diesel; begin sculptures
- 120 days: Begin festivals (outdoor toilets)
- 1 year: Construction complete: commercial kitchen, interior cafe, gallery and rental facility; kinetic sculpture installed
- Celebrate with outdoor film festival







My Team

- Holly Brennan - Interior & Architectural Design
- Kitty Wagner - Kitchen design & Exec Chef
- John Ryan - Graphic Design & Production
- Paul Johannesson - Development Consultant



My Team

- Arthur Metz - Marketing and PR
- Paul Walsh - Structural Engineer
- Fredrick Lewis - General Contractor
- Don Broyles - Landscape Architect



Financial Sustainability

- Initial investment - \$1.5mil: \$625k purchase; \$844k improvements
- Annual operating revenues - \$820K
 - Rentals; photo/video/film shoots - \$294K
 - Gallery/gift shop - \$40K
 - Cafe: seating for 150: plus catering, celebrity chef/cooking classes - net \$434k
 - Indoor/outdoor events, festivals - \$52K



Financial Sustainability

- Annual operating costs = \$401k
 - Full time staff/benefits: 4 people - \$219k
 - Restaurant - 10-20 ppl (separate co.)
 - Publicity/advertising - \$25k
 - Mortgage, RE tax, Depr, Util, Ins, Maint, etc. = \$157k
- Net = \$419k



Financing

- Banks and private lenders interested; will lend
- Need comfort on environmental issues
- Closing in one month



Good for community

- Creates 14 - 20 FT jobs; many P-T and small business opportunities; pays RE taxes
- Local bank financing
- District Arts anchor - creative destination
- Maintains historic presence
- Daily rental film/photo studio/event space
- Platform for many inc. community activities
- Supportive of arts community directions



Research shows: Art projects improve struggling communities

- Promote interaction in public space
- Increase civic participation through celebration
- Engage youth in the community
- Promote the power and preservation of place
- Broader participation in the civic agenda



POWER STUDIO | VERO BEACH

My vision complements today's Arts District developments

- AND City's vision for Arts District
- Our responsibility: to see/create the future
- My vision for Miami / Proven success
- A different vision for Vero's success
- **Let's build Vero's future together**



Power Studios Vero Beach	
Diesel Plant Development Costs	
Purchase price	\$625,000
Investment	
FF+E	\$60,000
4 bathrooms, etc.	\$60,000
Electrical	\$62,000
Flooring	\$20,000
Kitchen	\$130,000
Bar	\$50,000
Table Setups, pots, pans, etc.	\$25,000
Ceiling fans (5)	\$12,000
Portable A/C units (6)	\$39,000
Fire sprinkler system	\$58,000
Phone and cable wiring	\$5,000
Lights	\$31,000
Stage	\$16,000
Irrigation and well	\$12,000
Landscape	\$42,000
Parking area	\$15,000
City fees	\$5,000
Engineering	\$8,000
Architecture and design	\$35,000
Signage	\$6,000
Transportation and installation of monumental sculptures	\$8,000
Remove, disassemble, reassemble and treat diesel motor	\$35,000
Subtotal	\$734,000
Contingency	\$110,100
Investment total	\$844,100
Development cost total	\$1,469,100

Power Studios Vero Beach Operating Costs	
Revenue sources	
Restaurant/bar 4 % of gross	\$60,000
Rental	\$50,000
Catering, special events and rental fees	\$295,200
Rental fees indoor events	\$72,000
Cooking classes	\$28,320
Photo and film production studio rentals	\$222,300
Outdoor festivals	\$52,300
Gallery	\$30,000
Gift shop	\$10,000
Total	\$820,120
Staff and other costs	
Executive Director	\$75,000
Director	\$40,000
Production/site manager	\$35,000
Admin/sales staff	\$25,000
Benefits	43,750
Activity expenses	
Publicity/advertising/website	\$25,000
Total staff and other costs	243,750
Operating expenses	
Mortgage P+I	\$75,000
Real estate taxes, est.	\$12,000
Depreciation	\$12,000
Utilities	\$28,000
Interior maintenance	\$6,000
Exterior maintenance	\$5,000
Repair and Upkeep	\$4,000
Supplies	\$3,000
Insurance	\$12,000
Total	\$157,000
Total net income	\$419,370

PROPOSAL PAGE

The undersigned representative submits this proposal, certifies that they are an authorized representative of the Proposer who may legally bind the Proposer and has carefully examined the RFP.

NAME (print): Russ Parker

SIGNATURE: 

TITLE: President - Parker Productions, Inc.

ADDRESS: 616 Bryan Road
Vero Beach, FL 32963

DATE: 1/20/10

FIRM CERTIFICATION

The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): ROSS POWERS

SIGNATURE: 

TITLE: President

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Power Productions, Inc

DATE: 1/20/16

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free Workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



PROPOSER'S SIGNATURE



**The Vero Beach Historic Diesel Power Plant
AKA
Power Studios Vero Beach - An Art, Entertainment and Dining Complex**

The Old Historic Diesel Power Plant is one of the most important historical and visually prominent properties in Vero Beach. This proposal envisions its transformation into one of the cultural landmarks of the city. As you will see from my history, realizing such transformations is a hallmark of my professional career.

My commitment, capabilities and results will assure the development of this historic property into a landmark of the Vero Beach community.

As an "Environmental Sculptor" I recognize that people are not only stewards of the environment, but an integral part of the fabric of the environment. My art is designed to draw attention to the role and responsibility each of us plays in keeping the environment intact and thriving. To summarize, preserving our environment preserves our heritage.

As a resident of Vero Beach for over a decade, I have invested my financial resources and time renovating and developing residential, studio and gallery properties in the city. In the Central Beach district I purchased and renovated two residential properties on Indian River Drive and on Banyan Road. I also purchased a property in the Edgewood district as an art studio for my personal works and renovated a home for upscale rental.

I am one of the leaders in the city initiative to develop an active art district and have encouraged six other investors to buy in the aforementioned district to develop artist studios, galleries and cafes.

Professional History

MGM Studios

In 1980, I created the metal sculpture which graces the MGM Film Studios corporate headquarters in Las Angeles, California.

Undersea Art Gallery, Key Largo

In 1985, I created the world's first Undersea Art Gallery, Key Largo Florida. The installation of this gallery of undersea sculpture required trucks, cranes, boats and a helicopter to complete the work. This achievement resulted in media attention throughout the globe.

Four years later, I retrieved this collection from the ocean floor and exhibited it at the Miami Museum of Science, Palm Beach Museum of Science and other prominent locations (see enclosed). These works are presently being displayed on the campus of Florida International University in Miami Florida.

Power Studios Miami

In 1990, I purchased and renovated a 20,000 sq. ft. circa 1925 warehouse in a blighted neighborhood now known as the Miami Design District. As the impetus and focal point for the transformation of this district into what it is known for today, Power Studios became the district's first art, entertainment and dining complex. Power Studios was the topic of the international press and became the backdrop for many famous movie shoots, catalog and advertising photo shoots and national and local media events (see enclosed). In 2000, I created the ANNEX Studio, an additional 7000 sq ft. warehouse in a neighboring location which became the genesis for a surrounding art district that evolved into the now world famous Wynwood Art District. In 2004, I moved to Vero Beach in order to recapture the opportunity to duplicate my ground-breaking efforts in Miami here in Vero Beach.

In 2014, Power Studios Miami was sold and I retained the trademark and naming rights and intend to develop the Historic Diesel Plant into POWER STUDIOS VERO BEACH.

POWER STUDIOS VERO BEACH, IS INTENDED TO BE THE CORNERSTONE OF THE DOWNTOWN ARTS VILLAGE AND TO CAPITALIZE ON THE GROUNDBREAKING ENERGY AND VITALITY CHARACTERIZED BY THE ORIGINAL POWER STUDIOS.

The Vision

This proposal envisions the use of the 1.64 acre property as a showcase space for the arts, cultural events, vintage auto and motorcycle shows, antique fairs, music and international independent film festivals.

The identity for the property will consist of signage at the entrance only so as not to interfere with grace and uniqueness of the historic architecture. Commercial signage would detract from the aesthetic of the property. Because of the monumental dimensions of the building's interior, I propose that it be used to house monumental works of art as a gallery.

Five giant 14 ft. diameter ceiling fans suspended 15 ft. above the floor will circulate air, and spot/movable A/C units (which are popular in film & photo studios as well as in outdoor restaurant settings) will be utilized as needed.

The space will be refloored in rustic plank wood in keeping with the existing industrial look.

A commercial kitchen will be constructed to support a gourmet cafe' menu specializing locally sourced agricultural products as well as locally caught seafood and craft breweries from the local market. International cuisine and wines will be promoted on an ever changing menu that will reflect seasonal changes and celebrate cultures from around the globe. The proposal suggests a new type of indoor and outdoor dining characterized as "elegant-industrial" and for the first time, the property will be available for rental as a wedding, fund-raising and special events venue with moveable sets and walls as events demand.

With its large interior space, Power Studios Vero Beach will also be one of the area's most popular locations for movie and photo shoots.

Timeline

Upon closing the purchase of the property, the developer will begin the disassembly of the diesel engine which will benefit the completion of the environmental cleanup by the City of Vero Beach. The vision is to disassemble the entire motor, restore it and reinstall the power plant to its original location.

The motor will be coated with clear silicone epoxy and appear as the complete authentic motor as it functioned in the 1920's. The varied internal parts (never seen inside) will be removed (cam shafts, timing chain, spark plugs, intake & exhaust valves, etc.) and will be used to create multiple permanent sculpture installations on the property. The quintessential sculpture will be a kinetic monumental sculpture towering up to 20 ft. Solar powered, the giant crankshaft and pistons will move in slow perpetual motion on the NW corner of the property for all to see as they enter Vero on State Road 60. As the sculpture is unveiled, a press release will be sent to local & International media.

60 Days from closing, the developer will relocate the entire Ross Power Sculpture Garden from Miami International University to the new location- Power Studios Vero Beach. Simultaneously with the installation of this collection, the developer will also send a call to artists for other monumental sculptors to exhibit for sale here in Vero Beach. This will immediately transform the property onto one of a handful of monumental sculpture galleries in the United States.

90 days from closing, the developer will remove the diesel engine and begin transforming it into art.

120 days from closing, the developer will begin festivals including an outdoor film festival using the existing concrete slab (located on the west side of property) as a stage and screening area. The audience, invited from the two thousand signatures gathered in the petition (supporting converting The Diesel Plant into an Art Complex) by the Vero Beach Cultural Council, will sit in lawn chairs and be introduced to the vision that has come to the site, an Art Complex for all of Vero Beach.

Within one year of having the environmental cleanup complete, the developer proposes to complete construction of the commercial kitchen and interior café, gallery and rental facility and install the Kinetic Sculpture.

At this time a private and public grand opening will be held, formalizing the venue as open for business.

The Team

Ross Power – Developer and Creative Director
Holly Brennan- Interior & Architectural Design
Chef Kitty Wagner- Kitchen Concept Design & Chef
John Ryan- Graphic Design & Production
Paul Johannesson- Development Consultant
Arthur Metz- Promotion & Public Relations
Paul Walsh- Structural Engineer
Fredrick Lewis- General Contractor
Don Broyles- Landscape Architect

Summary

The Developer has assembled a team and concept along with the demonstrated experience for a property of this type that will produce an extraordinary property and bolster the proper development of Vero Beach.

Proposed Purchase Price

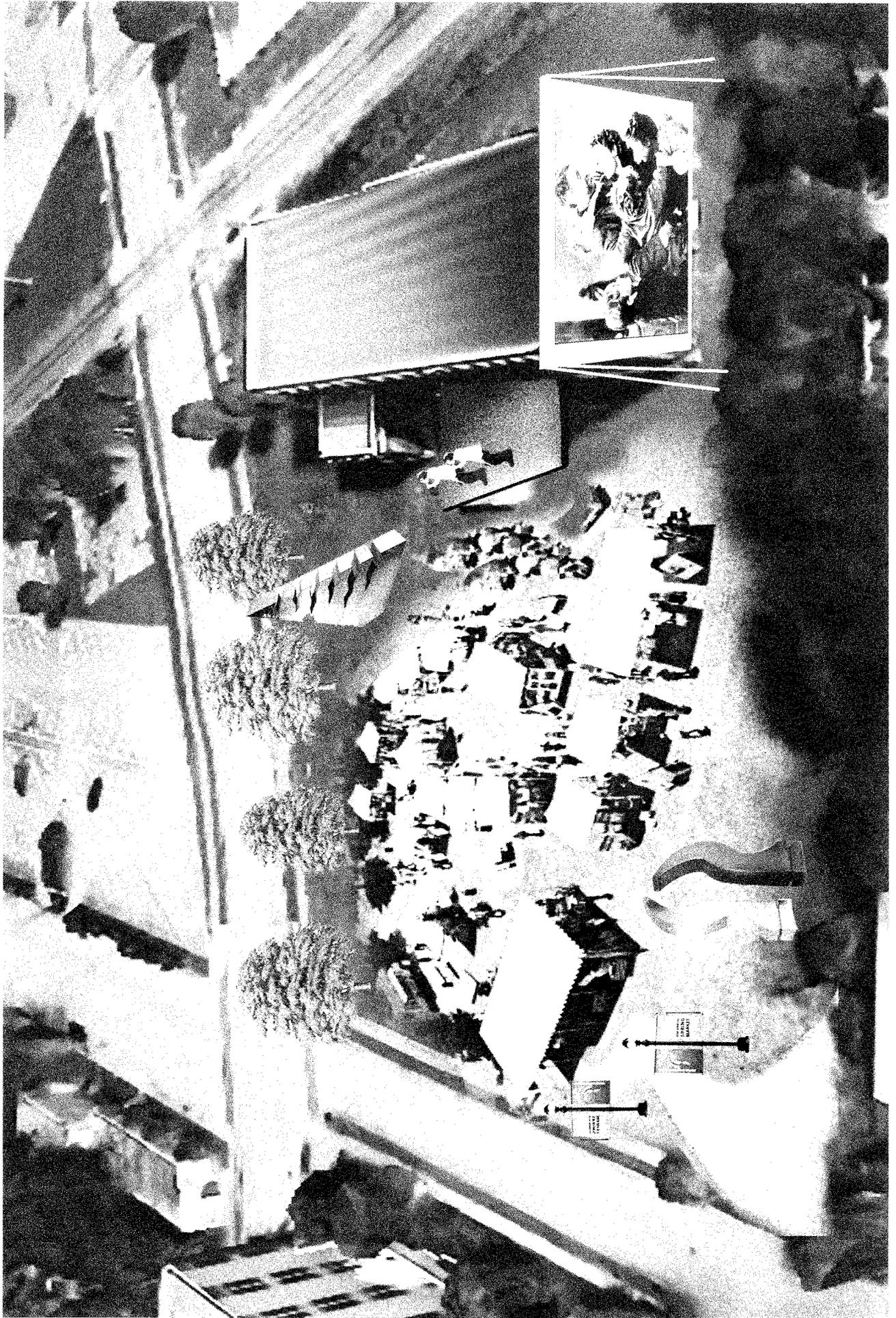
It is the developers understanding that the appraised value of the property is \$625,000 (six hundred and twenty five thousand USD) with the environmental cleanup performed by the seller, The City of Vero Beach. The developer is prepared to pay the appraised amount and begin development upon acceptance of this proposal.

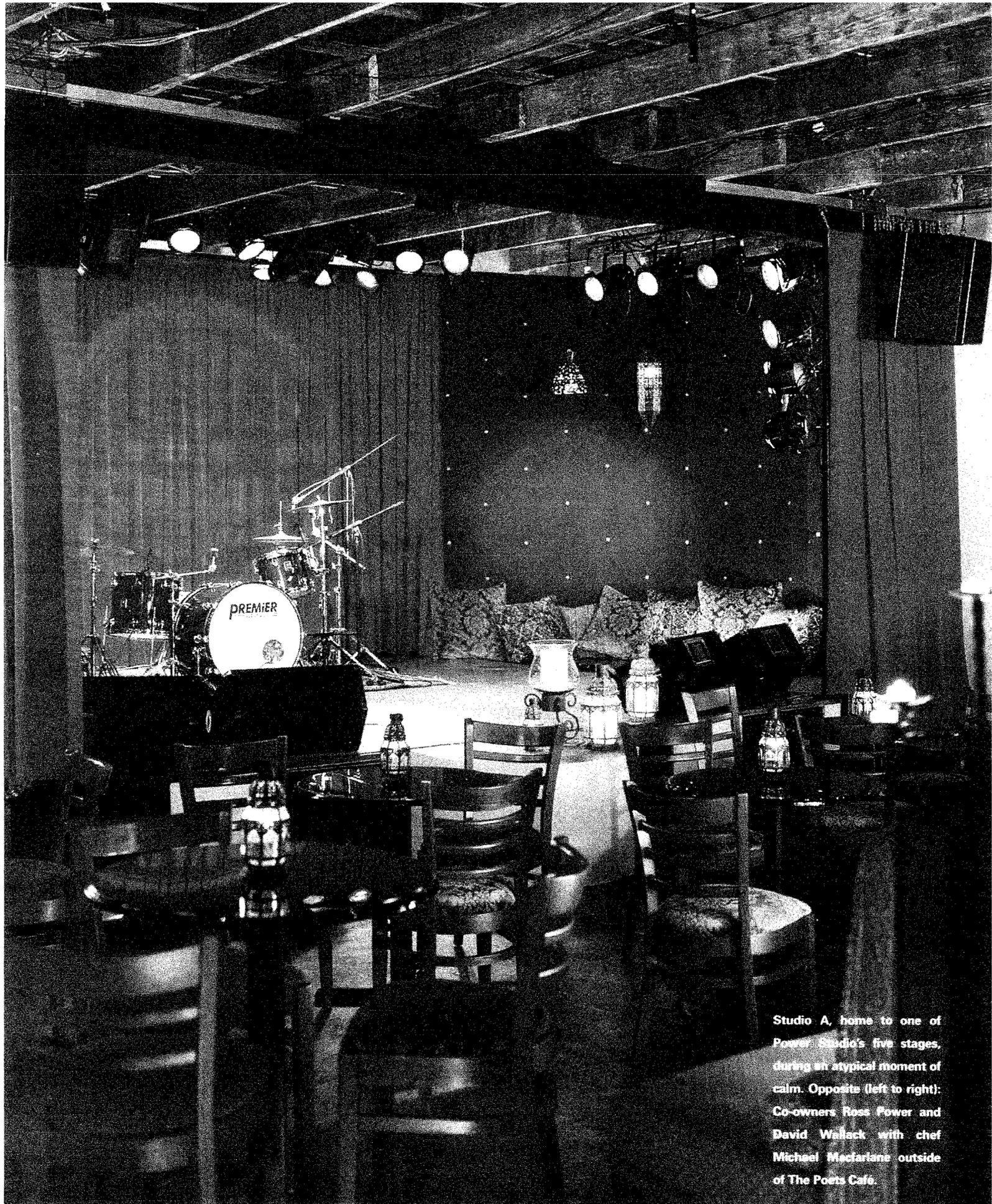
Thank you for your consideration,

Ross Power


President, Power Productions, Inc.

www.rosspower.com





Studio A, home to one of Power Studio's five stages, during an atypical moment of calm. Opposite (left to right): Co-owners Ross Power and David Wallack with chef Michael Meclariane outside of The Poets Cafe.



The bar in The Poet's Café is one of six scattered throughout the complex. In the center of the dining room, the Dade County pine ceiling opens where a flight of stairs connects the restaurant to the gallery.

Whatever **Power Studios** in Miami's once-sleepy Design District is, there's no single word for it. A restaurant, yes, it's also a recording studio, art gallery, dance club, performance space, bar complex, photo studio, video-production facility, and cinema. A wired hybrid linked by a thread of electronic cable.

And one that's struck a chord, it seems. Although it's only been open a few months during Miami's somnolent off-season, Power Studios sprouts—on weekends especially—a long tail of prospective diners, dancers, watchers, and listeners hankering to get in. Since spring, its business has swollen an average of 14 percent a week.

Part of the attraction is certainly how perfectly of its moment this many-limbed creature is. Symptomatic of the blurring of distinctions and bulldozing of boundaries that's increasingly the spirit of the times, Power Studios could easily borrow the title of a recent gallery exhibit in New York City: "Boundlessly Various and Everything Simultaneously," if it didn't already have a mercurial maxim of its own: "The Melding of the Mediums."

But balancing this magnetic "zeitgeistial" appeal is another attribute that's just as critical. Unlike many restaurants that are also something else, Power Studios is no cynical packaging of profit venues— one part salmon, one part orangutan sewn together into an unconvincing mermaid—but rather an enticingly organic whole, cultivated from a preexisting but undernourished scene.

That scene germinated more than 15 years ago, when **Ross Power**, an artist and not yet founder and co-owner of Power Studios, arrived from California to install an underwater sculpture from his *Treasures of Atlantis* series in Key West. Drifting to South Beach, he settled in with the small underground of creative types taking advantage of cheap digs in what was then a forlorn strip of musty Deco structures housing mostly vacant-eyed retirees indifferent to the pristine white waterfront. It wasn't long, however,

before Power caught wind of the steroid shot being prepared for South Beach. An artist who "didn't want to be part of a tourist destination," he began looking for less green pastures.

What he found, 10 minutes from South Beach and two from downtown Miami, was a 25,000-square-foot, two-story storefront in an amiable ghost of a neighborhood washed by fresh ocean breezes and trying to establish itself as an enclave of architect's offices and interior design showrooms. Power cleared out studio space in the building for himself and his 14-year-old son, Pablo, and gurted the rest, with the hope of renting the same to others. The year was 1980, and open loft space was not a common commodity in Miami. When the renters came, they were less frequently paint-smearing artists and ragtag photographers than scouts looking to shoot catalogs and music videos, hold parties, fashion shows, and performances. Finding himself in the position of an Andy Warhol lordling over his Factory, Power decided that "this is the sculpture," put his underwater projects aside, and took to developing the studio as a work of conceptual art.

Nearly a decade later, his work was ripe for the picking. The studio had developed mystique—Gianni Versace had shot his last collection there, hot hands sought it out as a venue—and the Design District also was finally coming into its own. Designers and architects lured for a spell to a dreary d&d building were returning to the district's quiet streets, along with a new crop of high-quality art galleries. Still, Power explains, "It would have taken another 10 years to get the studio to where it is today."

Enter **David Wallack**, a longtime friend who, rather than flee South Beach at the time of the boom, had stuck around and opened the very successful **Mango's Tropical Café** on Ocean Drive. He watched the development of the studio with interest and told Power that he was ready to jump in if he ever needed a partner. Power had, in fact, reached the point where he felt the luster of his Warholian persona starting to fade: "I was beginning to feel like a studio manager, which is not what I wanted to be," he recalls. Power asked Wallack if he would be interested in taking over the day-to-day management of the studio, and together they hatched plans for transforming Power's studio into Power Studios.

It was essential that the building retain its life as a working artists' studio. That was especially important to Wallack, who wanted to install a recording studio for his record label, and



On the second floor, the Martini Bar and art gallery provide, more often than not, an oasis of calm where visitors can escape the multimedia blitz and engage in old-fashioned conversation. The steps accommodate a small waterfall of Japanese river rocks and lead to the roof deck.

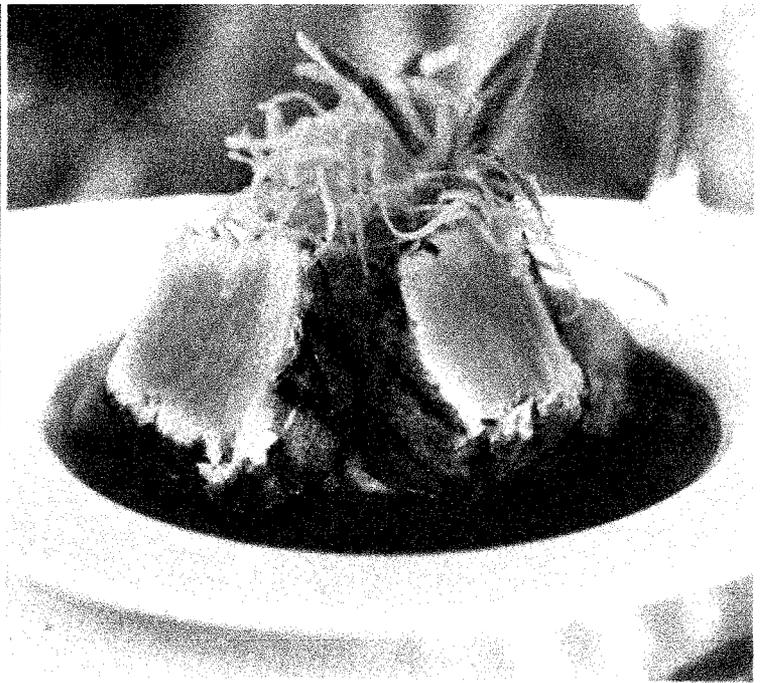
Productions, on the premises. But it was also the key to whatever other development they undertook. Wallack understood that the studio's most important asset was "the vibe" Power had nurtured there. Nothing should disturb it. In fact, Power's role was to be something of the resident aesthete who made certain that Power Studios retained its artistic energy and integrity.

For years, Power had wanted the studio to have its own restaurant. Meals for shoots or parties always had to be catered, and there was no gathering spot in the neighborhood to retreat to during a break or at the end of a day's work. Wallack, for his part, noted the potential for considerable lunch business brewing in the local design offices. Already a successful restaurateur, he saw no reason why a restaurant shouldn't be a central facet of Power Studios' public face.

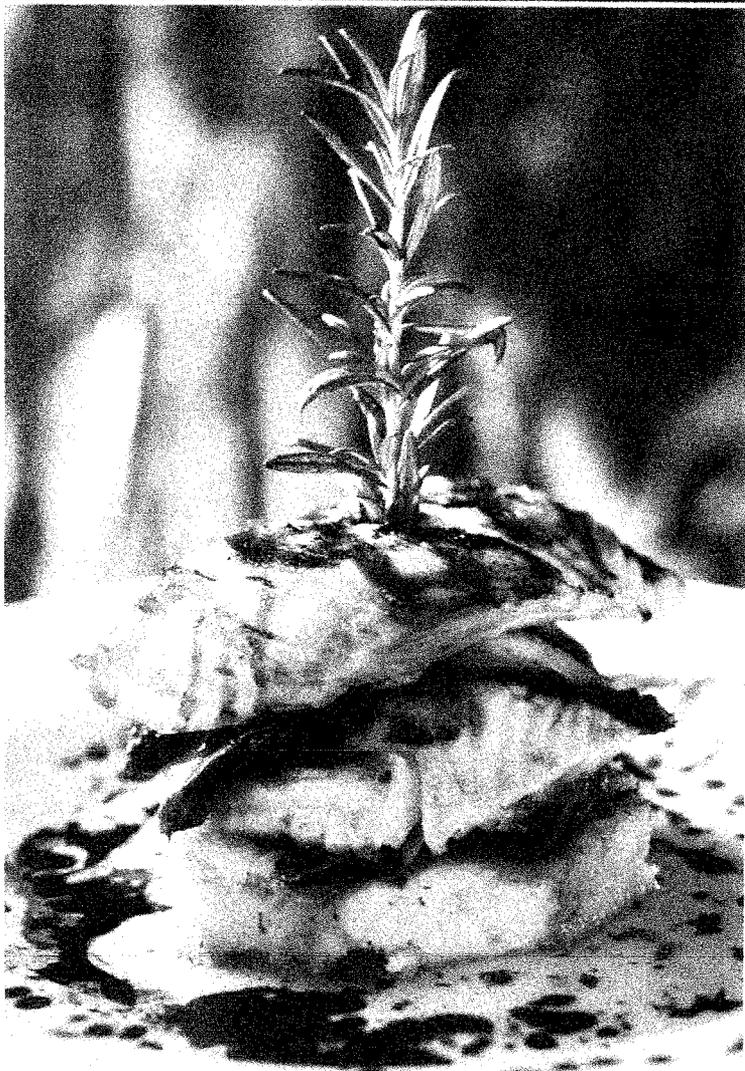
Today, the crowds funnel into Power Studios through a *door*—cut into Pablo Power's swirling mural on the building's facade—that leads right into the restaurant. **The Poet's Café.** The mural, an energetic mingling of amorphous forms, tells far more about the total picture than the restaurant does. Cool, quiet, and dark,

The Poet's Café is the eye, the still point, in the storm of activity that animates Power Studios. Only the video monitors that pepper the corners—flashing a few moments of flicker from a silent film, the silhouette of a trumpeter bathed in red stage lighting, or a maze of video feedback—suggest the variety of goings-on elsewhere under the same roof.

Not that The Poet's Café doesn't hum with its own fecund murmur. If its name, together with the spectacle of teenagers in security uniforms circling on bikes out front to escort visitors, were out of courtesy than necessity, the few feet from the parking lot to the door, call to mind Jean Cocteau's *Orpheus*, the association is not off the mark. Just as the Café des Poètes in that 1930 film provided a hangout for turgidly creative souls, at this Poet's Café one is apt to find a scruffy photographer and his assistant enjoying a beer after a day's work shooting in the studio upstairs. Next to them at the bar, one of Miami's yet-undiscovered bands, in a Pink Floyd T-shirt, could be steeling his nerves for a poetry reading. Groups of musicians, managers, and record producers, gallery owners and artists, students from the local Design and Architecture High School, or



Macfarlane (left) sits down for a sampling of dishes like his seared ahi tuna with sweet potato/ginger mash, Port wine sauce, and Asian cabbage slaw (above) and grilled rosemary salmon with crispy polenta (left).



designers and architects might also have settled down for a meal. A good part of the restaurant's allure is that it's not simply art themed but a working part of a working arts center.

The interior designer, Power's companion of seven years, Holly Brennan, was careful to retain the building's loftlike feel. The entire ground level has concrete floors with ghosting from cleared walls and open ceilings of Dade County pine stained with a patina of faded whitewash. The 80-seat dining room, which was, in fact, once Power's workspace, is now lit with spangled light from Moroccan lanterns. New mahogany millwork, stone and lacquered tables, and upholstered seating transform the rough-hewn shell into a sophisticated and comfortably bohemian restaurant. One that sets chef **Michael Macfarlane's** food shoulder-to-shoulder with the other artistic endeavors at Power Studios. An arrangement that's fine with Macfarlane, who, after serving short stints at a number of **Wolfgang Puck Cafés**, is happily savoring his artistic freedom.

Macfarlane has shaped a dual-purpose lunch/dinner menu of "eclectic bistro" fare that is perfectly in keeping with the spirit of the place. It offers salads, sandwiches, and other informal repasts—such as the chef's favorite pizza topped with Granny Smith apples, candied pecans, red onion, garlic oil, Gorgonzola, and mozzarella—as well as dinner proper in the form of slow-roasted lamb shanks over polenta or local grouper pan-seared with braised vegetables and a ginger lemongrass broth.

The only shackles on Macfarlane's freedom came in the form of two starters. A revelatory peanut butter-and-jelly sandwich (well, seven of them actually) late one ravenous evening on Copper Mountain convinced Wallack, in a moment of fat-and-fructose induced satori, that "Elvis' favorite" must appear on the menu. Few chefs like to hear that they will be serving a pb&j, but Macfarlane accepted the challenge, concocting a plate of double-decker grilled



How could any self-respecting Miami nightspot get along without its own Caribbean Village? Power cleared away tons of sculpture and raw artists' materials to make way for an outdoor dining area/dance floor that erupts most vividly on Friday "Latin Nights," when all five Studio stages feature Latin music.

sandwiches suavely stuffed with his own brandy berry preserves, crunchy peanut butter, and bananas. As if that weren't enough, Wallack wanted Pigs in the Blanket on the starter menu as well. Again, Macfarlane, swallowing his chef's pride, rose to the occasion by wrapping classic Hebrew National franks in house-made pastry and serving them à la ballgame with sauerkraut and spicy brown mustard. But what do you order to follow either? The question, says Wallack, is moot. Both sandwich and dog are meant primarily as finger food to accompany the films that are screened on the roof almost nightly.

If you've settled down in the cafe for a real meal, it's almost possible to forget, with just a hint of Brazilian guitar music ringing in the background, that there's more to Power Studios. This is by design, of course. When Power, Wallack, and Brennan divided up the space, they decided to keep each facet of the studios separate and distinct. So much so that, though not a hint of the din reaches the restaurant, literally a few steps away, down a short sound-proofed corridor, ahy, blaring live jazz might be unfurling in Studio A. More a night spot than a "studio," the cavernous room, with its own bar and proscenium stage, is likely a crush of exposed navels and open shirts, as gaping jazz aficionados empathize with a sweaty dark-suited trumpeter leading a four-piece ensemble through a frenetic free-form composition.

Then, even this melodic chaos disappears with the swing of another door as you enter the sound trap that links Studio A to Studio B. After a few moments of silence, Studio B explodes into view: an orgy of maenadic dancing, psychedelic lighting, and

acid/techno music buoyed by yet another bar. The music is spun by a DJ who also controls the two Technobeams, standard dance-club equipment that produce a wide array of lighting effects. But he is often assisted by **Rey Parla**, Power Studios' resident experimental filmmaker who patrols the building, using an arsenal of five different handheld controls (essentially television clickers) stored in a pair of baggy trousers to operate the three Technobeams, 12 video monitors, four video cameras, five video projectors, and four large video screens dispersed throughout. In Studio B, he might start a pulsating loop of video feedback on the monitors, then stroll into Studio A, drop a translucent scrim in front of the stage, and project an image of the band onto the band (an effect that always drives the crowd into a frenzy).

Playing with the "multimedia wallpaper" created by this network of sound and video equipment positioned throughout Power Studios allows Parla or Power, or whoever is taking the helm, to manipulate the mood, keeping things balanced and intriguing. "You create an ebb and flow," explains Power. "That's how you pique people's interest and keep them in the building. No matter what your age or mood you should be able to find a niche and be happy to stay for a couple of hours. We always maintain a space, for example, where you can hear yourself speak—the restaurant or, if it gets busy, the gallery or roof deck."

So, while the atmosphere in the restaurant is sophisticatedly sedate, Studio A braicingly avant-garde, and Studio B Dionysian, just upstairs, the mood at the blond-wood Martini Bar is relaxed and chatty. People perch on comfy sage-green couches patterned





Music on sultry Latin Nights can range stylistically from "Caribbean voodoo" (left) to classic carnival-style samba (right), while on the other stages Haitian dance, world beat, funk, folk, jazz, or acoustic acts cast their spells, vying with poetry readings, dance music, and film screenings for visitors' attention

with op-art squares or wander the airy room that doubles as an art gallery; sipping drinks while perusing a show of bright and surreal Haitian portraits. In one corner, a pale orange cat licks its paw.

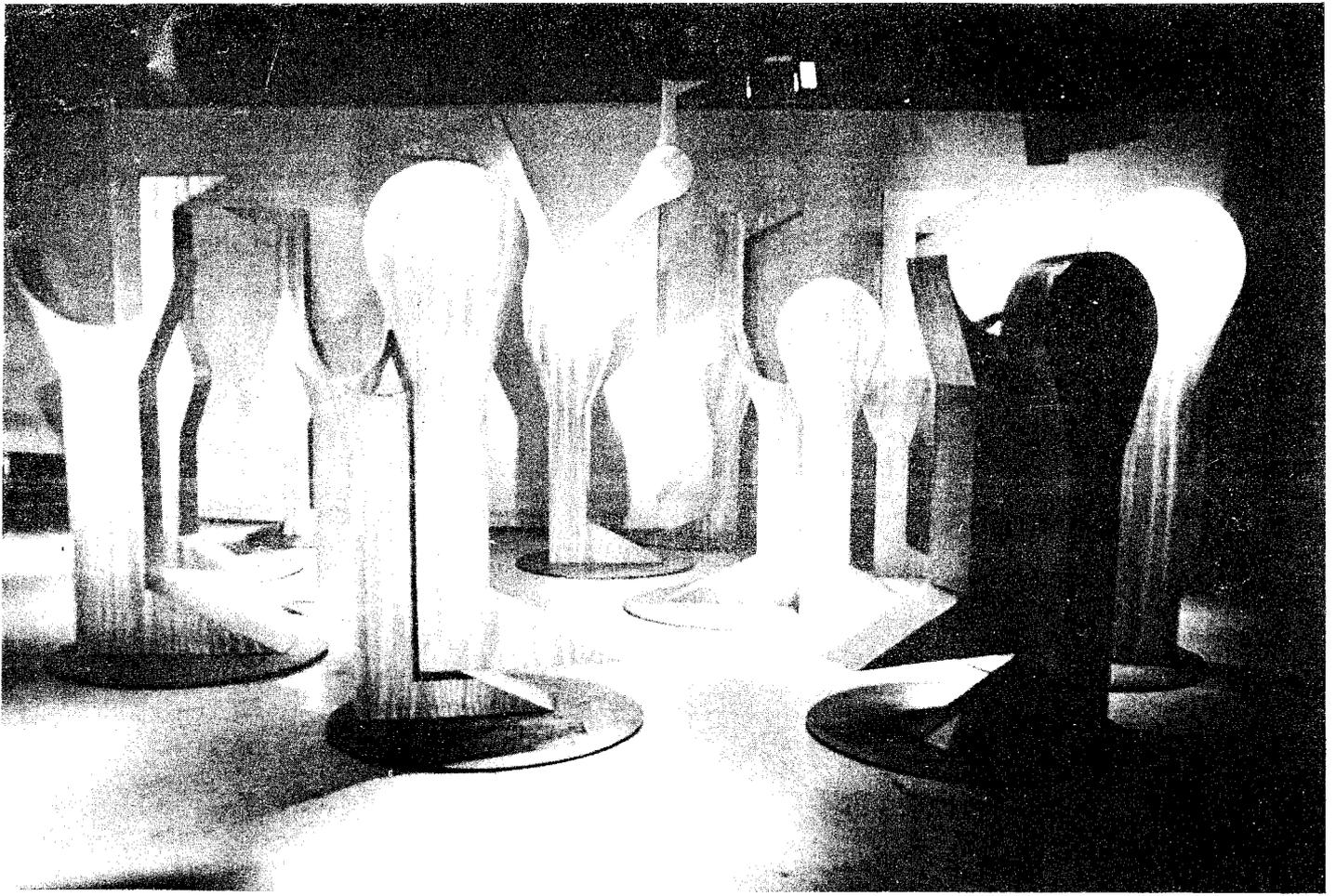
None of this, however, is fixed. Friday nights, for example, are Latin nights. A Latin alternative band might hold court out back in the "Caribbean village" while a Haitian dance band takes over Studio A. The Brazilian guitar in the dining room is now live, piped in from the roof deck. The dance floor in Studio B has been strewn with pillows to create a lounge for weary dancers stumbling in from the other rooms. And the art gallery could be populated by luminously spare abstracts painted on silk, on loan from a local gallery.

Nor is this fluid "live" face of Power Studios — music, food, art, poetry readings, film screenings — the end of the story. Rather, it provides an ideal postmodern launchpad for the owners to embark on careers as media moguls. Just beyond the gallery, in the recording booth, engineers might be taping the performance in Studio A for the "Live from Power Studios" series of CDs (available downstairs, of course), while in the studio itself, Wallack might be toasting the release of a new CD on his label. Between its recording studio (which doubles as the photo studio) and the video production facility, Power Studios is not just a vibrantly diverse performance space but a potential media-publishing monster. The 32-track digital recording facility, the audio video multiplexer, and the 43 coaxial cables that snake out of them, clinging like vines to the open pine ceilings, can transform pretty much whatever transpires at Power Studios into digital information that can be

repackaged for sale. Wallack's dream is one day to broadcast, live on the Internet, pay-per-view big-name concerts from the 150-seat Studio A. Power's dream is a little different. He too has his own media publishing venture, Power Productions, which will produce books, CDs, films, and videos out of Power Studios. He has deals with several local art dealers to curate shows in the gallery and has sent out a call-for-entries to the First Annual Miami Underground Film and Video Festival, to be held there as well. And he has moved his own studio to an annex around the corner, where he is at work on an underwater ballet centered around one of his sculptures. This, too, he plans to broadcast on the Internet.

Meanwhile, Power Studios both draws and radiates its own energy. The efflorescence of media in the neighborhood has inspired the local Design and Architecture High School to start a film department. And Power has offered to screen the work annually — on the roof deck, yet another facet of the labyrinthine Power Studios. There, you can settle into Brennan's accommodatingly oversized chaises and, under the night sky, give your attention to a film flickering across the large video-projection screen. Or, cocktail in hand, simply settle back and nibble on peanut butter-and-jelly sandwiches while watching clouds dissolve in the South Florida sky.

At the end of the day, Power surveys his realm and pronounces Power Studios "successfully 'everything' to 'everybody.' This sculpture, a kinetic art piece, is done," he concludes. "I need to keep giving it energy, of course, but not at the frenetic pace I have been for 12 years." ■



Ross Nathan Power, a Miami/California resident, studied metal sculpture at San Antonio's Trinity University, where he discovered the strong social and philosophic concerns he expresses through his art. Mr. Power has created major works for many important private and corporate collections, including the Hyatt Regency Hotel in Maui and the Metro Goldwyn Mayer Studios in Los Angeles.

"REFLECTIVE MAN"

The eleven 5'-10' stainless steel sculptures represent the balancing of human relations. Designed to be shown together creating a forest of feeling, the reflective surfaces ask the viewer to reflect on their own emotion.

The simplistic symbols of masculine and feminine form are juxtaposed to represent nine aspects of relationships between men and women.

The titles are as follows:

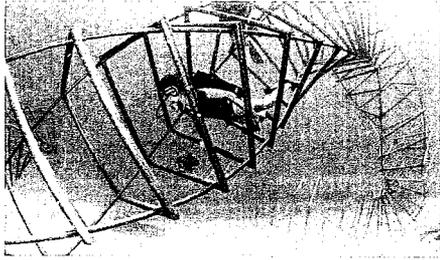
- *Reflective Man*
- *Reflective Woman*
- *Directive Woman*
- *Directive Man*
- *Supportive Woman (Suite)*
- *Supportive Man (Suite)*
- *Willing*
- *Unwilling*
- *Balanced Family*

A TRAVELING EXHIBIT

*1990 Miami Design & Decorating District, Miami, FL
1989 Cafe Exile, Key West, FL
1988 Club Nu, Miami Beach, FL*

*1987 University of California, Irvine, CA
1986 Art in Public Places, West Hollywood, CA
1985 The Rodeo Collection, Beverly Hills, CA*

“The art is the environment.”



No Turning Back. A 5,000-pound ribboning sculpture of stainless steel tubing, submerged in 1986.

These are the words of artist Ross Nathan Power, creator of two monumental stainless steel sculptures now on display at South Pointe Towers, Miami Beach, Florida.

The sculptures are part of an ongoing series, “Treasures of Atlantis,” that Mr. Power describes as “the image of ultra-modern form combined with the

rich patina of a thousand-year-old lost civilization.”

Both sculptures, *Future Wave* and *No Turning Back* were originally created in the artist’s studio, then were submerged 35 feet into the ocean at the Key Largo National Marine Sanctuary for a year where, the artist says, “Neptune’s hand completed the works.”



Here is how Mr. Power further describes the way in which man, nature and art interacted at the bottom of the sea:

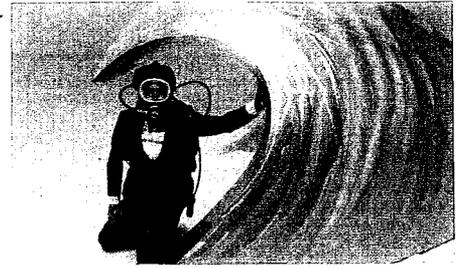
"While beneath the surface, the sculptures became alive with the kinetic movement of the undersea world. Tropical fish, living coral and a myriad of marine life all contributed to the weathering of the sculptures, creating an ageless veneer."

A negative impact on the sculptural environment actually resulted in a further aging of the sculptures, which Mr. Power compares to the devasta-

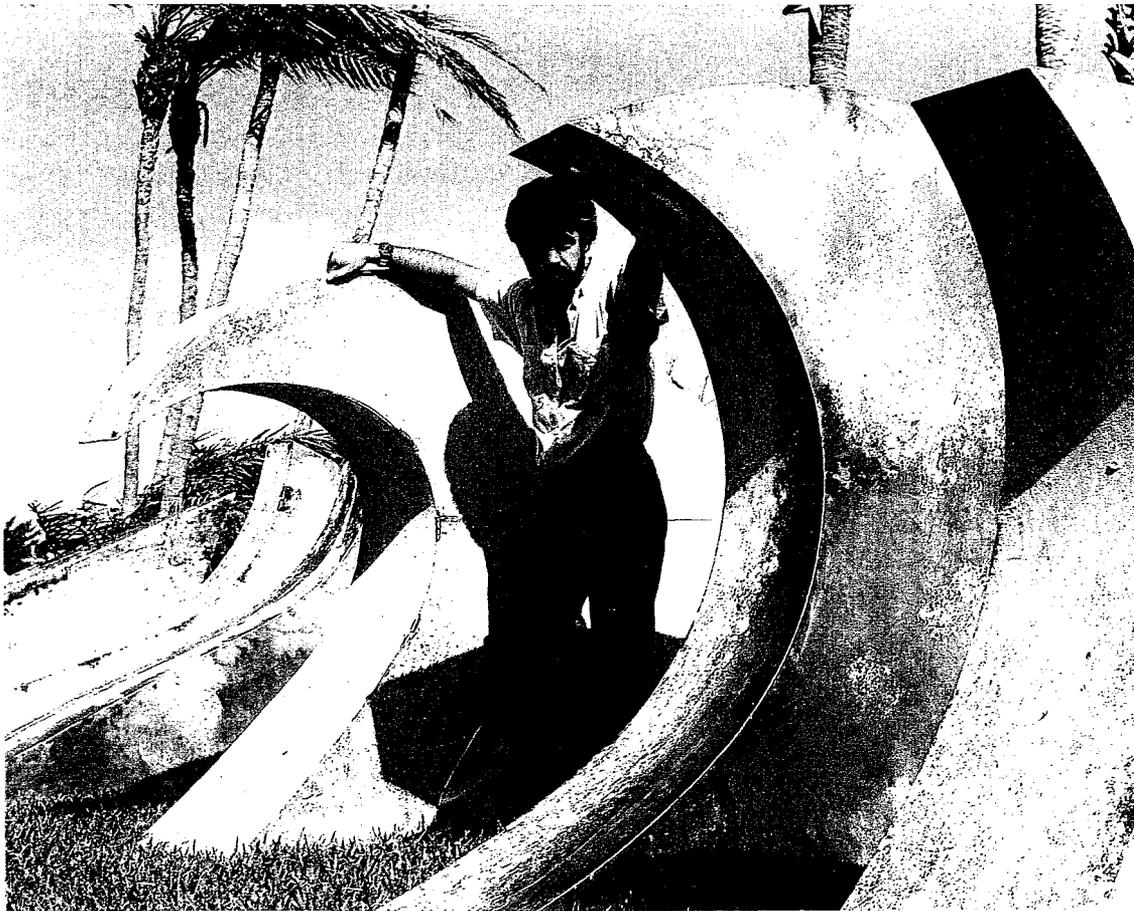
tion of their legendary namesake, Atlantis. Commercial fishing nets and boat anchors, along with curious divers, have left definite scars, adding a more ancient look to the sculptures than was occurring naturally.

Mr. Power accepts the damage philosophically. "Now that the sculptures have returned from under the sea," he says, "they are making another statement, one that implores our society to treasure not only works of art, but all innocent ocean creatures and wonders of nature."

These sculptures, evoking the relationship between man and nature, will be on display at South Pointe Towers through August, 1988.



Future Wave. Seven 500-pound stainless steel forms, submerged in 1985.



Ross Nathan Power, a former California resident, studied metal sculpture at San Antonio's Trinity University, where he discovered the strong social and philosophic concerns he expresses through his art. Mr. Power has created major works for many important private and corporate collections, including the Hyatt Regency Hotel in Maui and the Metro Goldwyn Mayer Studios in Los Angeles.

SOUTH POINTE TOWERS

400 South Pointe Drive
Miami Beach, Florida 33139
(305) 534-8100

January 15, 2016
RFP #NO. 380-15
ADDENDUM #1

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

CLARIFICATION:

During and following the pre-bid meeting on January 4, 2016 the following questions were asked regarding the Old Diesel Plant Attached is a copy of the renovation plans which are being provided as a public record and the City makes no guarantees to the extent which renovations may or may not have been completed.

Attached is a copy of a Site Assessment Report (SAR) which may assist in answering questions #1-6.

1. Pit next to the generator is full of liquid (appears to be water and oil) is there an assessment of the level of cleaning on the pit?
2. Is there an assessment of the pits where the previous generators were located?
3. Is there an assessment of the area under the generator?
4. Has all the lead paint been removed from the generator?
5. What is the condition the roof?
6. What is the status of the piping under the building?
7. What company provided windows for Power Plant? **Don't know the company that provided the windows.**
8. Do we have a point of contact of the contractor that removed the old generators and cost? **No**
9. Do we have any drawings of the interior? **Yes see attached**
10. On the west side of the building there is a separate platform of concrete approximately 3' high. Can the platform be removed and what was its previous use? **Yes it can be removed.**
11. How many square feet is the building? **8,918 sqft.**
12. How many acres is the entire property? **1.64 acres**
13. Can the generator be removed? **Yes**
14. How long will the buyer have to perform due diligence? **If required, the City will negotiate with the prospective buyer the period of time required to conduct their own inspections.**

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

POWER PRODUCTIONS INC.
Company Name



Signature

DEPARTMENTAL CORRESPONDENCE

TO: James R. O'Connor, City Manager

FROM: John O'Brien, Manager of Purchasing and Warehouse Operations *AB*

SUBJECT: RFP 370-15/JO SALE OF OLD DIESEL PLANT

DATE: February 16, 2016

BACKGROUND:

On December 18, 2015 the Purchasing Division issued a Request for Proposal (RFP) for the sale of the Old Diesel Plant. The RFP was advertised on December 18th & 25th in the TCPalm newspaper; in addition, the RFP was uploaded to DemandStar.com (online bidding service). On January 4, 2016 a pre-bid meeting was conducted at the Old Diesel Plant for interested parties to visit the site. At 3:00 pm on January 21, 2016 sealed proposals were opened in which responses were received from Ross Powers Inc., Intergra Corps. and Treasure Coast Distillery Co.

The evaluation committee consisting of Jim O'Connor, Monte Falls, Tim McGarry and Ted Fletcher met on February 3, 2016 to discuss the responses to the RFP and they decided to interview the three (3) companies that responded to the RFP. On February 15, 2016 each company was allowed an hour to give a presentation, followed by a question and answer session by the evaluation committee. Following the interviews the evaluation committee discussed the various proposals and ranked each proposal based on the criteria established in the RFP. The evaluation committee unanimously selected Integra Corp. with best response to the RFP. Attached is a copy of the rankings of each proposal.

RECOMMENDATION:

Respectfully request this be placed on the March 1, 2016 council agenda and authorize the City Manager to negotiate a contract with Integra Corps. The contract would be presented to City Council for final approval.

RFP 380-15/JO

SALE OF OLD DIESEL POWER PLANT

Final Rankings

COMMITTEE MEMBERS	Ross Powers				Treasure Coast Distillery				Integra Corps.			
	JO	MF	TM	TF	JO	MF	TM	TF	JO	MF	TM	TF
Proposers Development Plan (Max. 40 points)	30	38	25	25	30	39	20	30	40	40	30	40
Qualification (Max. 35 points)	30	33	20	25	33	34	20	30	35	35	25	35
Price (Max. 25 points)	23	23	16	20	25	25	22	25	25	24	20	25
TOTAL	83	94	61	70	88	98	62	85	100	99	75	100
Rankings	3	3	3	3	2	2	2	2	1	1	1	1

Committee Members:

JO = James O'Connor

MF = Monte Falls

TM = Tim McGarry

TF = Ted Fletcher

HISTORIC DIESEL POWER PLANT
VERO BEACH, FL
RFP NO. 380-15/JO



Dr. Michael Rechter - CEO
PHONE 954-727-0054 x118
FAX 954-727-0145
MOBILE 954-224-4655
miker@integracorps.com

www.IntegraCorps.com

HEALTHCARE • REAL ESTATE • ENTERTAINMENT • RETAIL • PUBLISHING



Corporate Office - 241 East Prospect Road Fort Lauderdale, FL 33334

**RFP NO. 380-15/JO
PURCHASE OF OLD DIESEL POWER PLANT
AMERICAN ICON BREWERY**

THURSDAY, JANUARY 21, 2016

- 1. CORPORATE INFORMATION**
- 2. EXECUTIVE SUMMARY – TIMELINE & CONCEPT**
- 3. DESIGN DECK - INSPIRATIONS**
- 4. PROPOSER PROFILE – BUSINESS HISTORY & EXAMPLES**
- 5. PURCHASE PRICE & TERMS**
- 6. HISTORIC DIESEL POWER PLANT – LOCATION INFO**
- 7. WHY A BREWERY? MARKET ANALYSIS**
- 8. PURCHASE AGREEMENT - DRAFT**
- 9. VERO BOWL - INTERNATIONAL BOWLING INDUSTRY**
- 10. MISC. PROPOSAL DOCS – ADDENDUM, CERTIFICATIONS**



Real Estate Investments

CORPORATE INFORMATION

CORPORATE NAME:

AMERICAN ICON BREWERY REAL ESTATE INVESTMENTS, LLC

AIBREI, LLC - To be formed FL limited liability corporation/single purpose entity (SPE)

American Icon Brewery, LLC Tax ID #47-5189430

PRINCIPAL OFFICE:

241 East Prospect Road

Ft. Lauderdale, FL 33334

PH 954-727-0054/FAX 954-727-0145

www.integracorps.com

PRIMARY CONTACT:

MICHAEL RECHTER

OFFICE

954-727-0054 X118

CELL

954-224-4655

miker@integracorps.com

PRINCIPAL PLACE OF BUSINESS:

TBD – Downtown Vero Beach, FL



Executive Summary - Timeline

Construction Drawings (Architect/MEP/Interior Design) 3 Months

Status: Hired Architect, MEP, Structural Engineer (All Professionals Have Been Retained)
Pending Finalization of Site Selection

Permitting & Construction 6 Months

Status: Pending Finalization of Site Selection

Brewery Equipment Ordering to Installation/Lead Time 6 Months

Status: 90% Ready to Order All Brewing Equipment
Pending Finalization of Site Selection/Floor Plan

Brewery Federal Licensing 6 Months

Status: Applied for in Late October 2015
Anticipate late 1Q2016 Approval

Key Employee Completed

Status: Reached long term employment agreement with Brewmaster/Head Brewer/Consultant.

Financing N/A

Status: 100% Fully Capitalized with Proof of Funds

**American Icon Brewery is budgeted for and expects to invest approx. \$2-2.5M into renovation costs, buildout, FFE and business. AIB expects to be open and operational:
LESS THAN 1 YEAR FROM ACQUISITION DATE**

Executive Summary – Proposed Concept

American Icon Brewery – Microbrewery, Taproom and Kitchen

American Icon Brewery, LLC (“American Icon”, “AIB”) will be a 10,000 SF+ Microbrewery, Taproom and Kitchen with a landscaped exterior Beer Garden located within the very heart of downtown Vero Beach.

American Icon represents the modern generation of American craft beer brewing but with a vintage touch & design that embraces the history of its industry and of the historic Diesel Power Plant; a microbrewery that produces an eclectic, locally farmed, & handcrafted high quality beer that will distinctly satisfy the palate of the beer connoisseur and even inspire the non-beer drinker. AIB will combine traditional brewing methods with modern day inspired recipes, utilizing all natural ingredients to produce a range of barrel-aged Belgian and German influenced beers.

American Icon will offer customers their beer via draft at an on premise taproom where patrons may purchase any of their products by the pint, growler or keg. The taproom will be a sophisticated and well-built out bar establishment highlighting and using the Diesel Plant as the backdrop which will surely become a popular social gathering venue in town where special events will occur on a weekly basis and special releases will be offered regularly.



DESIGN DECK
INSPIRATIONS





HotelChatter



SOEPI
KOMKOMMERIGAZPACHOI/IGETIEN/WARKL 7
VOOR
BOUDIN BLANC/KOOLRABT 9
BITTERBALL RWT 9
HARDER/RABER/KONKOMM 9
KALFSTART 10
KOKKE 8
BIET 7
HOOFD
SCHELV...DOLI/LAMSOOR 19
RUMPST...ON/BBB 18
AUBERGI...RISTACHE 16
ERBIJ...AA 3
SL 3
BR 3
NAI...TAA 8
AAR...R/IVER/EINE 7.5
KAAS
BUCHET...ANDRODDI/SCHELSBLAUWL 8
TRAITEUR
REPEN...ADIE
PANCETTA/POOLGRAM

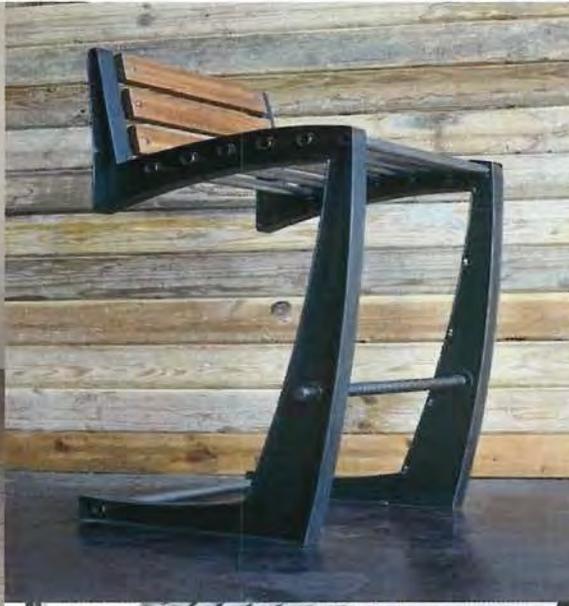
STADTIKREMSI/GRUNERWELTLINER
PENNAULTIERE/PAYSID'OCI/CHARDONNAY
BORNOSI/RUEDA/IVERDEJO
PAYSID'OCI/VIIGNIER
HUBERTUSIRE/SIMOSELL/RIESELING
VOUVRAY/IDEMI-SECI/CHENINBLANC
ROOD
TIERRACALIDA/TEMPRANILLO GARNACHA
JOHANNI SHOFI/ITHERMEN/IPINOTINOTRI
GRANDRENARDI/BORDEAUX/IMERLOT.CS
ANJOU/IGAMAY
WENINGERI/CABERNETSAUVIGNON
ROSE
CHANTELIGALE/IMEDITERRANEE
DESSERT
2004/RIVESALTESI/GRENACHE
SAKE
SENKINKIMOTOISO
APERITIEF SEKT/SPATBURGUNDER
COCKTAILI GEEN/TONIC/L
TAPBIERI ALFA PILS

1966 CHATEAU D'YQUEM SAUTERNES PER SOURCE \$41
2004 CHATEAU BEAUCASTEL CHATEAUNEUF DU PAPE GLAS \$47
1999 LE ELENA CEPPARELLO IGT TOSCANA
2009 DOMINIQUE GEVREY CHAMBERTIN
AA...KMMG UGOKMMO EICMGMS CMCOE EOMMOCKG MCMMG-
A9 EICOEQQ EG CSKCKMMGU MGU ECKMMGSGUU WOMBEN \$47
1970 BEAULIEU SAUVIGNON GEORGES DE LATOUR RESERVE \$420
2009 DOMINIQUE CORNIN POUILLY FUISSE CHEVRTERES \$69



ON TAP
NICO wheat & rye 45/100
680 IPA 5/100
DIABLO DARK 5/100
NITRO DIABLO DARK
LAS TRAMPAS PALE ALE 5/100
WINTER WARMER 8/100
ALCOSTA CHOCOLATE ORANGE IMPERIAL STOUT







EXTERIOR BEER GARDEN DESIGN



EXTERIOR BEER GARDEN DESIGN



THE TAPROOM & EXTERIOR BEER GARDEN

- The existing building will be split with a portion of the premises being used as a tap room and dining area for customer service, the remainder of the building will be dedicated to the manufacturing component, distribution, storage, kitchen and offices.
- The taproom will be a sophisticated and high quality build out that consists of a modern industrial or modern rustic design.
- There will be numerous big screen TV's showing sporting events year round with a combination of plush comfort seating and bar height communal tables that influence social interaction and can accommodate large groups.
- The taproom will have 12 - 15 draft taps on premise that will serve the company's 2-3 "lead beers" with the remainder being rotated offerings of seasonal, creative ales & lagers.
- The exterior Beer Garden will offer seating under string lights with plush landscaping and activities like cornhole, ping pong and beer pong.
- Entertainment activities within the taproom will include a billiards, large block jenga, darts and a vintage arcade game to name a few. Live entertainment such as musicians or bands will perform on select nights. Special events and holidays will be celebrated with unique promotions/offerings.
- A growler filler will offer customers the ability to take their favorite beer of the week home with them in either 32 oz, 64 oz, or 128 oz growlers.
- A small 4 head bottling machine will be used to create limited bottle releases and so that packaged beer can be used for sample promotion.

THE DINING & RESTAURANT EXPERIENCE

- We understand that an enjoyable dining experience is as much about satisfying your mood as it is your hunger. American Icon's dining concept will be progressive, yet classic.
- American Icon plans to build a full kitchen restaurant with service for lunch, dinner, and late night offerings.
- Featuring elevated pub gastronomy, fresh beer offerings, and classic as well as creative cocktails – American Icon's brewpub will have high end, locally sourced New American fare. Food and beverage prices will be affordably priced.
- The restaurant operating partner will be responsible for menu creation, food ordering, kitchen staffing and all food production.
- The menu will be a revolving offering that allows us to pair different beers with different types of food on different nights.
- Inside the brewery, an old fashioned popcorn machine will create a daily flavored popcorn which will be served to all tables free of charge upon seating.

American Icon COMPANY OBJECTIVES



PRODUCE EXCEPTIONAL BEER & FOOD consistently that leaves an impression on customers and immediately separates American Icon from local & regional competitors.



PROVIDE A WELL-DESIGNED, PROFESSIONALLY OPERATED AND PROPERLY MARKETED TAPROOM that offers character and innovation in an inviting atmosphere, in turn attracting a large crowd on a regular basis.



CAPITALIZE ON AN EXCELLENT LOCATION with high visibility within a downtown market where there is massive demand and no craft supply that is manufactured on site; all during a time when locally sourced products are on the rise with consumer spending habits.

FOUNDER



Michael R. Rechter, Founder, Managing Partner

Michael is a driven entrepreneur with a track-record of success and a diverse background that includes extensive commercial real estate experience, start-up business development, restaurant operations and contract negotiation. A lifelong South Floridian, Michael earned a baccalaureate degree from University of South Florida and a doctorate from Life University. Michael has spent his entire life in Florida and built a reputation as an industry leader in the health care, shopping center and hospitality businesses.

Throughout his real estate career he has specialized in renovation of and adaptive reuse of existing properties. In addition, he founded and has been the managing partner of Integra Entertainment, a highly successful group of hospitality and entertainment businesses, which includes Vero Bowl, Stuart Bowl, and Stix Billiard Clubs.

In addition to bringing this venture to market, Michael will serve as a managing partner with responsibilities that include but are not limited to: managing company leadership, budgeting, profitability, strategizing public relations, brand management, internal processes, marketing campaigns and implementing the company's overall strategic plan.

BREWMASTER



A.J. Stoll, Brewmaster

A.J. is a highly recognized, proven industry veteran with well over a decade of experience in the craft beer arena and all aspects of brewery operations; his journey has given him an active managerial role in both the opening and expansion of numerous breweries both domestically and internationally, providing him invaluable hands on experience along the way.

Most recently, Stoll served as the Brewmaster for Funky Buddah Brewery in Oakland Park, FL where he played a very significant role in building and growing them to what is now arguably the largest and most successful brewery in Florida. In addition to bringing this venture to market, AJ will serve as the Brewmaster & Director of Brewing Operations for the company, handling all operations that pertain to the brewery's manufacturing & distribution, including but not limited to: recipe development, sourcing of raw materials, cost control, equipment purchasing and management of employees on his team.

Michael R. Rechter

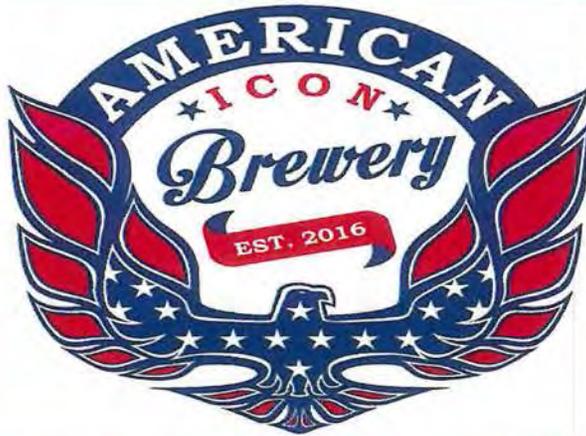
BUSINESS HISTORY

Over nearly 20 years, Michael Rechter ("Rechter"), Founder & CEO of Integra Corporations, has proven to have the development experience, entrepreneurial vision, and capital to breathe new life into the historic Diesel Plant. And, in the process, help revitalize Vero Beach's downtown.

www.integracorps.com

The Integra Corporations are a fully integrated, private group of companies managed individually with core fundamental values of integrity, innovation, reliability, superb service and teamwork. Our management team, led by Michael R. Rechter, are investors and entrepreneurs who identify and develop strategies that allow for long term successful ventures. Founded in 1998, Integra has grown from modest health care roots and currently consists of five divisions - Health Care, Real Estate, Entertainment, Retail and Publishing.

- **Integra Real Estate** owns, operates and provides development, investment, brokerage and property management services throughout Florida in both retail and multi-family residential markets.
- **Integra Entertainment** owns and operates Vero Bowl/Stuart Bowl, Game Zones, and Stix Billiard Clubs in South Florida. Integra Entertainment specializes in providing upscale, state of the art centers combining modern style with a local flavor and are "best in class" type facilities.



EXPERTISE & QUALIFICATIONS TO DEVELOP THE PROPERTY

THE RIGHT CONCEPT:

A BREWPUB (Microbrewery/Taproom combined with a Gastropub) is THE RIGHT IDEA AND USE for the property:

- ▶ American Icon will be "creative" and "cool" and will fit well within the burgeoning Cultural Arts Village.
- ▶ American Icon will bring people of all demographics to the downtown area – again and again.
- ▶ American Icon will create jobs. Lots of them. (We estimate 50-60+ in total directly employed by AIB)
- ▶ American Icon will create and pay significant taxes.
 - ▶ Real Estate Taxes
 - ▶ Sales Taxes
- ▶ American Icon will be the evolution of an iconic building mixed with an iconic restaurant/brewery.
- ▶ American Icon will be a community center piece with live music, celebrations of major holidays (e.g. July 4th, Veterans Day, Memorial Day) and special events.

FULLY CAPITALIZED:

Rechter has the capital necessary to do it – and do it RIGHT, without requiring 3rd party financing.

AN ALL STAR TEAM:

Rechter has the team to do it - RIGHT. And run it – WELL.

- ▶ Construction Team – a team of local professionals that have all worked together in the past and are excited for another Vero enhancing project.
- ▶ Operations Team – a team of talented managers and operational staff are already on staff combined with a new group of brewers under the leadership of American Icon's award winning brewmaster.

Michael R. Rechter

PREVIOUS DEVELOPMENTS & PROPERTIES

VERO BEACH:

1. Indian River (Kmart) Plaza (157,000 Retail Center + Outparcels)
 - A. Renovation of Entire Center (See Before & After Photos)
 - B. Former Denny's Outparcel (See Elevation)
2. Majestic Plaza (159,000 SF Retail Center + Outparcels)
 - A. Majestic 11 Theater (38,000 High End Movie Theater)
 - B. Development of Vero Bowl / Stix Billiard Club (See IBI Magazine)
3. Vero Beach Corners (12,000 SF Retail Center) (See Before & After Photos)

STUART:

1. Stuart Plantation Plaza
 - A. Renovation of Entire Center (See Before & After Photos)
 - B. Development of Stuart Bowl / Stix Billiard Club

Michael R. Rechter

PREVIOUS DEVELOPMENTS & PROPERTIES

FT. LAUDERDALE:

1. SoLO District (14,000 SF Adaptive Reuse of Former CVS)
2. Progresso Pointe (6,000 SF Adaptive Reuse into Restaurant/Bar/Retail)
3. Las Olas Residential (8,000 SF Ultra High End Single Family Residential)

TAMPA AREA:

1. Largo Development (4,000 SF Adaptive Reuse of Former RBC Bank)
2. East Bay Plaza (12,000 SF Mixed Use Retail Building)

Indian River Plaza – Vero Beach, FL (East)



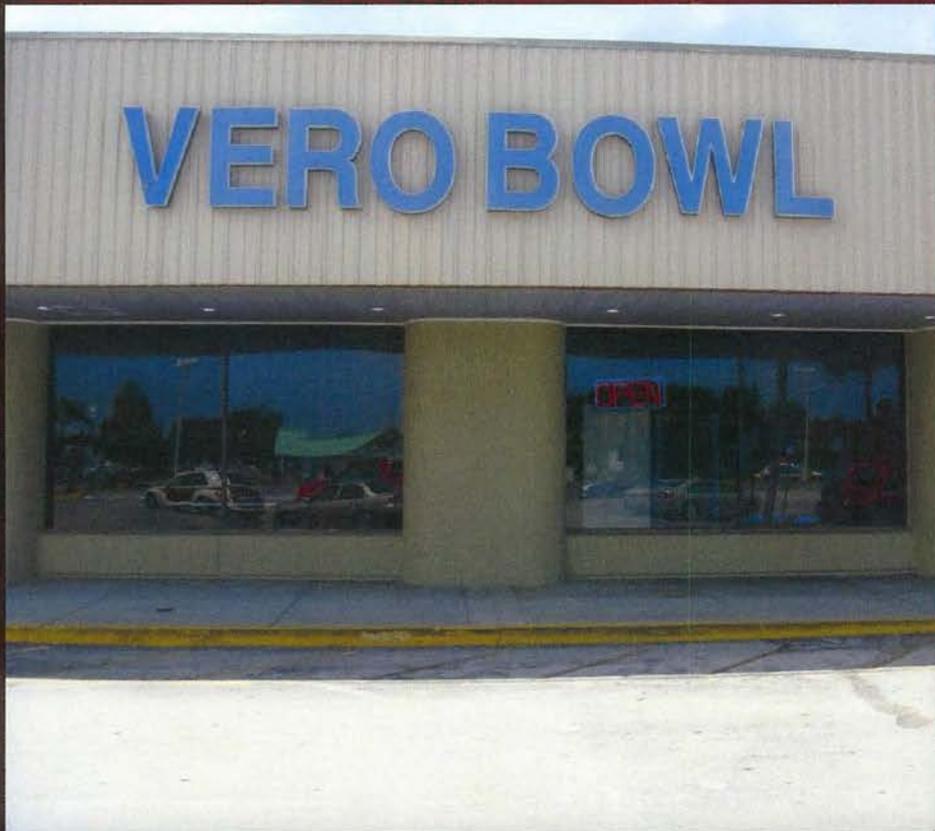
Indian River Plaza – Vero Beach, FL (West)



Indian River Plaza – Outparcel



Exterior Vero Bowl – Vero Beach, FL



Interior Vero Bowl – Vero Beach, FL



Stix Billiard Club – Vero Beach, FL



Vero Beach Corners – Vero Beach, FL



Plantation Plaza – Stuart, FL



Ft. Lauderdale – CVS to Restaurant/Retail



Ft. Lauderdale – Single Family Residential



Tampa, FL – Bank to Retail Conversion



Historic Diesel Plant – Vero Beach, FL



?

PURCHASE PRICE & TERMS

OPTION #1

See Attached Proposed "Agreement of Purchase and Sale"

Overview

Purchase Price: \$650,000.00

Contingencies: Clean Environmental – Phase II
Per SMW Limited Site Assessment Report (SAR) 1/15/16
Findings show BOTH Soil & Groundwater Contamination
** SMW recommends contacting FDEP to provide proposal to
rescind the Site Rehabilitation Order (SRCO) dated 10/9/13
- Would require Full Environmental Assessment.
- Would require Additional Monitoring Wells and Soil Borings. FDEP
would require new Natural Attenuation Monitoring Plan (est. 5 Years)

Inspection Period: 60 Days

Closing: 30 Days

PURCHASE PRICE & TERMS

OPTION #2

Overview

Purchase Price: \$500,000.00

Contingencies: NONE – “AS IS”

Inspection Period: 15 Days

Closing: 30 Days

LOCATION – Historic Diesel Power Plant

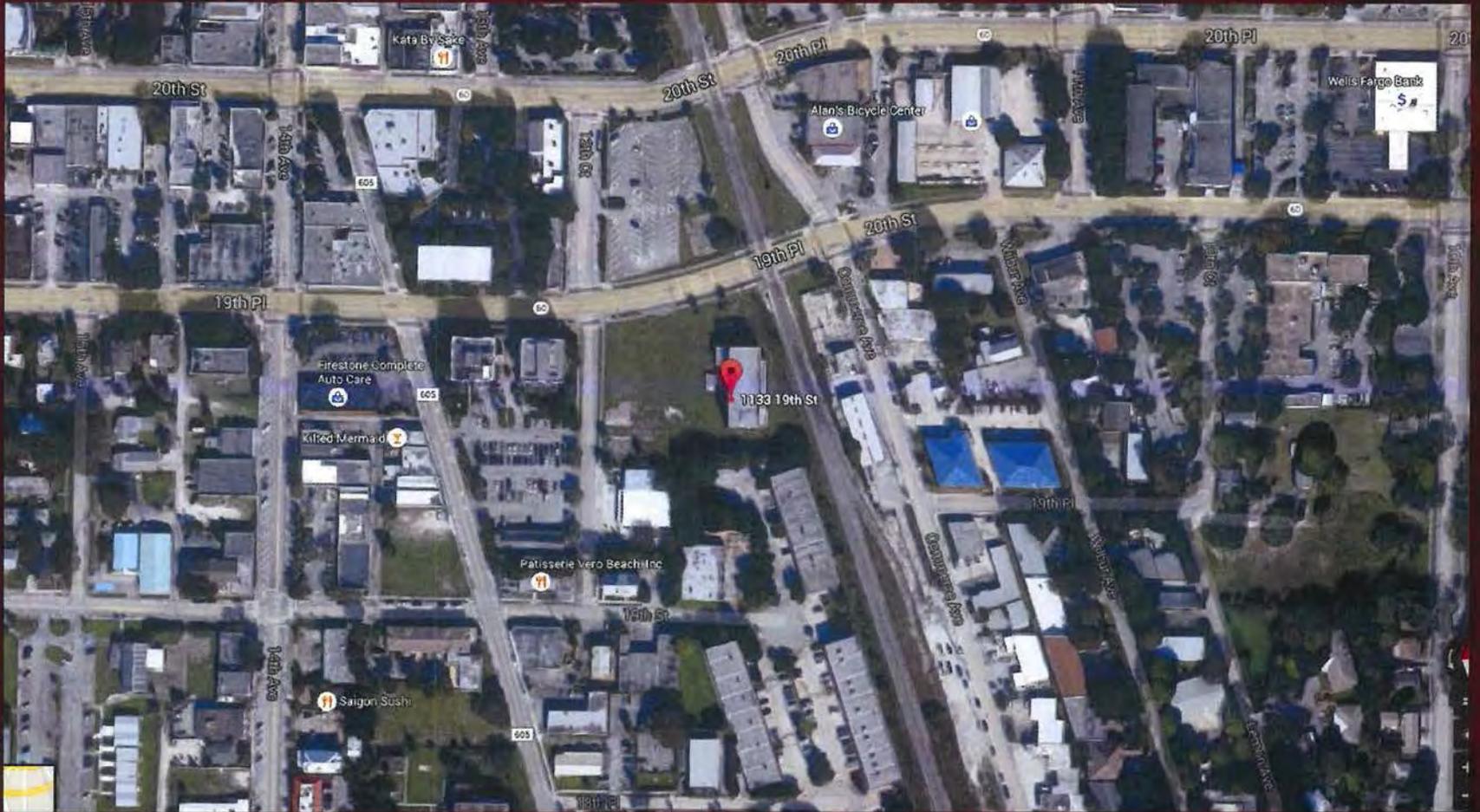
Downtown Cultural Arts Village

1133 19th Place - Vero Beach, FL

The historic Diesel Power Plant is American Icon Brewery's ideal location as it will be a key part of a dynamic mixed use area of Vero Beach which is downtown yet close to both the island/beaches and Vero Beach's growth areas to the West.

With direct frontage to State Road 60, the 10,000 sf+ building has significant visibility on what is a main thoroughfare in and out of downtown Vero Beach. The area was recently re-zoned to become a "cultural arts village" which is meant to offer a live, work and play environment with residential, warehouse, office and retail. The neighborhood currently consists of single family residential mixed with galleries, retail, restaurants, commercial and office.





WHY A BREWERY?

The goal is to take advantage of a rapidly growing industry within an underserved market and to establish American Icon as one of the top market providers here in the Treasure Coast/South Florida, while also supplying a distribution network of highly demanded quality beer throughout the entire area. AIB will use top of the line equipment that will initially include a 10 or 15 bbl brewhouse that is capable of producing up to 15,000 barrels a year.

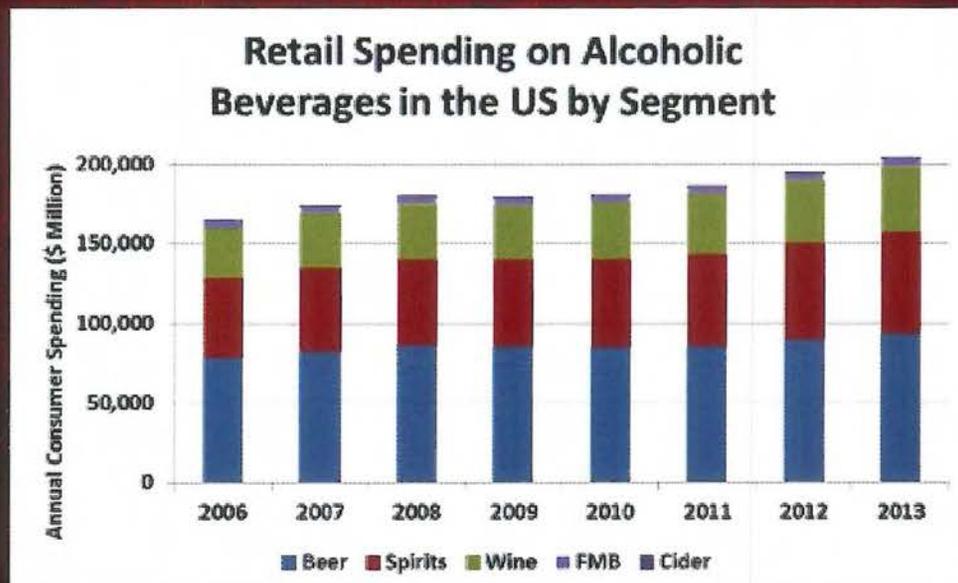
The craft brewing industry in 2014 was up 18% by volume and 22% by dollars compared to the prior year and shows no sign of slowing down as it continues to steal a larger share of the \$100 Billion domestic beer market each year.

Meanwhile, the Southeastern US has been recognized as the fastest growing region of the country for craft beer sales by many industry veterans. American Icon will seek to fulfill and exploit the lack of local craft supply within the Vero Beach, Indian River County, Treasure Coast, South Florida and statewide markets, by becoming the first of its kind in this immediate area and only the third within the greater Vero Beach area.

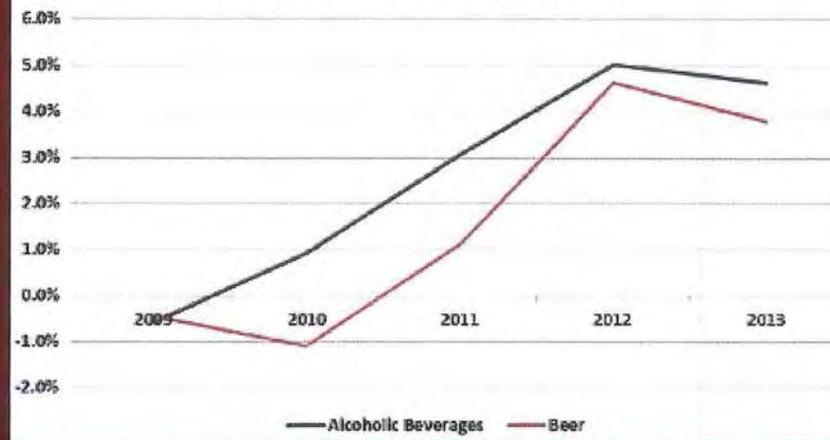
INDUSTRY & MARKET ANALYSIS

Alcohol Consumption/Bar Industry

- ▶ In 2013, US consumers spent approximately \$200 billion on alcoholic beverages.
- ▶ Spending on Beer comprised approximately 46% of the alcoholic beverage industry.



**Retail Sales Growth in the US:
All Alcoholic Beverages vs. Beer**



Bar business & nightclub business revenues grew 3.5% in 2011, by 3.2% to \$22.7 Billion in 2012, and then by 3.08% to \$23.4 Billion in 2013.

- ▶ Revenues are expected to continue growing as the economy continues to improve and consumer spending increases, with industry revenue projected to climb at about 2.5% per year, over the next 3 years, eventually reaching \$25.7+ billion in 2017.

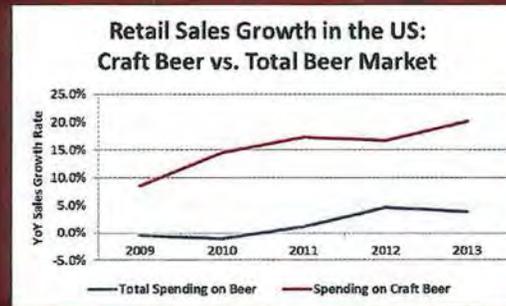
Beer and Ale sales are responsible for 42% of total bar and nightclub revenues; compared to 30.6% for distilled spirits.

Big Beer vs. Craft Beer Market

Overall U.S. beer sales in 2014 were approximately 197,124,07 barrels equating for approximately \$101.5 Billion, and imported beer sales were 27,539,358 barrels. With Craft consumption on the rise, Imported beer sales were down an estimated -0.6% in 2013 and down again in 2014.

Domestic Craft Beer Sales

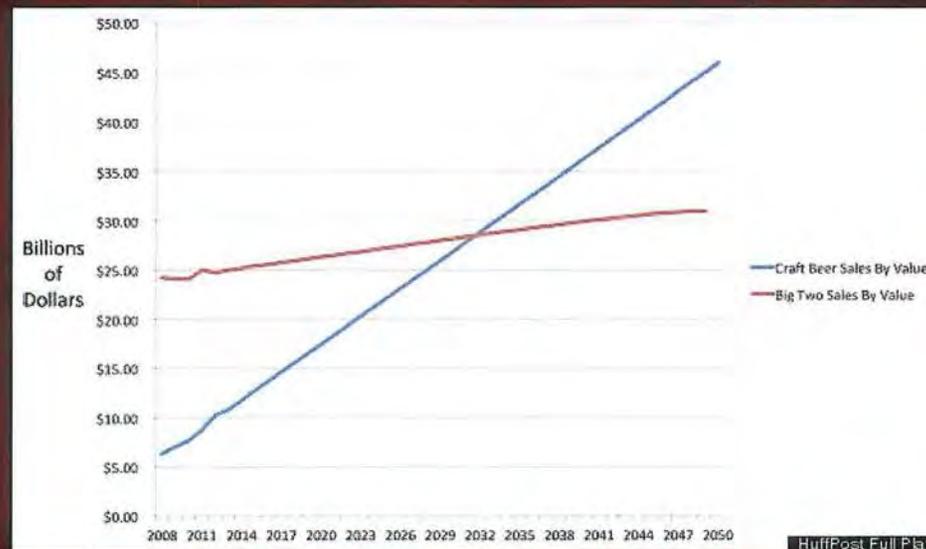
- ▶ 2014 = 21,775,905 barrels
- ▶ 2013 = 15,600,000 barrels
- ▶ 2012 = 13,235,917 barrels
- ▶ 2011 = 11,467,337 barrels



In 2013, craft brewers reached 7.8 percent volume of the total U.S. beer market, up from 6.5 percent the previous year. In 2014, for the first-time ever, craft brewers reached double-digit (11 percent) volume share of the marketplace. In Florida, craft beer only made up 3% of the total beer marketplace, a whopping 8% below the craft share nationally.

Growth of the craft brewing industry in 2014 was 18% by volume and 22% by dollars when compared to growth in 2013. 2013 was 18% by volume and 20% by dollars compared to growth in 2012, and 2012 was 15% by volume and 17% by dollars when compared to growth in 2011.

Anheuser-Busch and MillerCoors sold 6 percent less beer, by volume, in 2012 than they did in 2009. If craft beer sales keep growing as fast as they did in 2012, they would pass the Big Two beer sales by value as soon as 2020, and by volume as soon as 2033.



Craft dollar share of the total U.S. beer market reached 14.3 percent in 2013, as retail dollar value from craft brewers was estimated at \$14.3 billion, up from \$11.9 Billion in 2012.

In 2014, craft brewers produced 22.2 million barrels, and saw an 18 percent rise in volume and a 22 percent increase in retail dollar value. Retail dollar value was estimated at \$19.6 billion representing

19.3 percent market share.

In the words of Bart Watson, staff economist, Brewers Association:

- ▶ Following 2013; "Craft has now averaged 10.9 percent growth over the last decade, Beer drinkers are excited about what small and independent brewers are offering and that is evidenced by the rising production and sales of the craft segment."
- ▶ Following 2014; "This steady growth shows that craft brewing is part of a profound shift in American beer culture—a shift that will help craft brewers achieve their ambitious goal of 20 percent market share by 2020."

Cheers!

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (the "Agreement"), made and entered into this _____ day of January, 2016 by and between the **Seller**(as hereinafter defined) and the **Buyer** (as hereinafter defined) is based upon the following recitals:

A. Seller is the owner of the **Property** (as hereinafter defined) which Buyer desires to purchase upon the terms and conditions hereinafter set forth.

B. Seller desires to sell the Property upon such terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, Seller and Buyer do hereby mutually covenant and agree as follows:

1. DEFINITIONS.

(a) **Seller: The City of Vero Beach**, with an address of P.O. Box 1389, Vero Beach, FL 32961-1389, Attention: James O'Conner, City Manager.

(b) **Buyer: Dr. Michael R. Rechter**, on behalf of a new a Florida limited liability company to be formed, with a mailing address of 241 East Prospect Road, Ft. Lauderdale, FL 33334, 954-727-0054 Ext. 18.

(c) **Land:** Three (3) parcels of improved real property known as the Vero Beach Diesel Power Plant with a street address of **1133 19th Place, Vero Beach, FL 32960**, located in the City of Vero Beach (the "City"), Indian River County, Florida (the "County"), containing approximately 1.5 acres, together with a 10,000 square foot vacant building, a legal description of which is set forth on **Exhibit "A"** attached hereto and hereby made a part hereof, together with all existing easements, air and mineral rights and all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto including, but not limited to: (i) all right, title and interest of Seller, if any, in and to adjacent streets, roads, alleys, or rights-of-way in any land lying in the bed of any street, road, or avenue, open or proposed, at the foot of or adjoining such land to the center line thereof, if any; and (ii) any pending or future award made in condemnation or in lieu thereof, if any. If the Land consists of more than one parcel, there shall be no intervening strips, gaps, gores or lands to which any legal, equitable or beneficial interests are owned by others. In the event that the legal description as contained in the survey and in the title commitment described below deviates from the legal description attached hereto, the Buyer shall have the right to approve the change in the legal description to that contained in the Title Insurance Commitment.

- (d) **Improvements:** All buildings and other improvements situated upon the Land.
- (e) **Realty:** The Land and the Improvements.
- (f) **Personalty:** The Personalty shall include: (i) all licenses, permits and franchises issued by any federal, state or local authorities, relating to the use, development, maintenance or operation of the Improvements; (ii) all architectural, engineering and construction plans, specifications and drawings relating to the Property owned by Seller, if any; (iii) all logos, art work, signs, brochures, artists renderings and other advertising and promotional materials concerning the Property owned by Seller, if any; and (iv) the Contracts (as hereinafter defined).
- (g) **Property:** The Realty and the Personalty.

2. PERSONALTY. Seller agrees to sell and convey any Personalty to Buyer by Bill of Sale.

3. PURCHASE PRICE. The Purchase Price to be paid by Buyer to Seller for the Property shall be SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (**\$650,000.00**), payable as follows:

(a) A deposit of Fifty Thousand Dollars (\$50,000.00) (the "Initial Deposit") shall be delivered to the Escrow Agent by Buyer upon full execution hereof by both Seller and Buyer, which deposit shall be held in escrow subject to the terms of this Agreement by the Escrow Agent.

(b) Subject to the terms of this Agreement, the balance of the Purchase Price, subject to prorations and adjustments as is provided for herein, is to be paid in unrestricted funds at the Closing.

4. TIME FOR ACCEPTANCE AND EFFECTIVE DATE. If this offer is not accepted by this Agreement being executed by both of the parties hereto on or before January____, 2016, this offer shall thereafter be deemed null and void. The Property is currently subject to a long-term lease with a third party other than Buyer (the "Lease"). Seller is currently involved in litigation with the Lessee under the subject Lease, the subject of which is to formally terminate such Lease and all of third party's rights in the Property. The "**Effective Date**" of this Agreement, when signed by Seller and Buyer, shall be the date upon which the Seller has provided to Buyer satisfactory evidence in the form of a "clean" title insurance commitment, free of issues concerning the above described Lease, and Seller is ready to proceed with this transaction and, subject to the terms, conditions, and covenants contained herein below, be prepared to close in accordance with the terms of this Agreement.

5. EVIDENCE OF TITLE. Within five (5) days from the Effective Date Seller shall provide to Buyer a copy of its prior owner's title insurance policy together with a copy of all recorded documents listed as exceptions thereon and a copy of the recorded deed of conveyance into Seller showing the legal description thereof. Within forty-five (45) days from the Effective Date, Seller shall, at Seller's expense, provide Buyer with a title insurance commitment, upon a nationally recognized title insurance company agreeing to issue to Buyer, upon recording of the deed to Buyer, an Owner's Title Insurance Policy in the amount of the purchase price, insuring title of the Buyer to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement as Permitted Exceptions and asset forth on **Exhibit "B" ("Permitted Exceptions")**, and those which shall be discharged by Seller at or before Closing. Any such matters other than the Permitted Exceptions are hereinafter referred to as "**Title Defects**". Survey defects concerning the Property shall be deemed as Title Defects pursuant to this Article. Buyer shall have ten (10) days from date of receiving evidence of title, in the form of a commitment to insure, to examine same. If Buyer objects to any exceptions or items contained therein, Buyer shall, within the above referenced ten (10) day period, notify Seller in writing specifying defect(s). Seller shall have thirty (30) days from receipt of notice within which to use its best efforts to remove said defect(s), and if Seller is unsuccessful in removing them within said time, Buyer shall have the option of either (1) accepting the title as it then is, or (2) demanding a refund the Deposit paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under the Agreement. At Closing the Seller shall pay the necessary premium to the title agent selected by Seller, to procure issuance of the Owner's Title Insurance Policy as above set forth.

6. EXISTING MORTGAGE. The Property is currently not encumbered by a mortgage.

7. SURVEY. Seller shall deliver to Buyer, within Five (5) days of the Effective Date, its existing survey of the Property. Buyer, within Thirty(30) days of the Effective Date, may have the Property re-surveyed at Buyer's expense. If the Buyer's surveyor the Seller's survey, certified by a Florida surveyor, shows any encroachment of said Property, or that improvements intended to be located on the Property, in fact encroach on lands of others, or violate any of the covenants set forth in this Agreement, or contain any matters other than the Permitted Exceptions not approved or waived by Buyer, the same shall be treated as a Title Defect. Seller shall cooperate with Buyer in any re-certification of such surveys as Buyer may require.

8. UNDERTAKINGS OF SELLER: Seller shall, within Five (5) days from the Effective Date, deliver to the Buyer the following documents (the "**Submittals**"):

(a) A list of all maintenance, service, management, or other agreements affecting the Property, if any (collectively the "**Contracts**").

(b) Copies of all engineering reports, traffic studies, plans, specifications, artist

renderings, photographs, certificates of occupancy, permits, additional plans, renovation plans, if any, and other documentation pertaining to the construction, operation, maintenance and/or use of the Property as may be in the possession of Seller, or readily obtained from any consultant or agent of Seller.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date, as follows:

(a) Seller has good and marketable title to the Property, free and clear of all mortgages, liens, encumbrances, leases or tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters except the Permitted Exceptions and the pending litigation concerning the prior Lessee which shall be Seller's obligation to terminate of record. No agreement other than this Agreement concerning or restricting the sale of the Property is in effect, and no person or entity has any right or option to acquire the Property other than Buyer. This Representation shall survive the Closing.

(b) Except as set forth herein, or in the Submittals, Seller has not contracted for any services or employment and has made no commitments or obligations therefor which will bind Buyer as a successor in interest with respect to the Property and except as set forth herein, or in the Exhibits, Seller is not a party to any Contracts affecting the Property which cannot be canceled upon not more than thirty(30) days' notice to the other parties thereto. This Representation shall survive the Closing.

(c) Except as set forth herein, no commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowners or homeowners' association, or to any other organization, group or individual relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property. Except as set forth herein, no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property. This Representation shall survive the Closing.

(d) No notices or requests have been received by Seller from any insurance company issuing any of the insurance policies affecting the Property which have not been complied with. Any notices or requests from any such insurance company received prior to the Closing Date shall be complied with by Seller prior to the Closing Date.

(e) To the best of Seller's actual knowledge and belief, there are no pending or

threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof.

(f) Seller has received no notice of the intention of any public authority or other entity to take or use the Property or any part thereof.

(g) Seller is not a party or otherwise subject to any commitment, obligation, agreement, litigation or other proceeding which would prevent Seller from completing the sale of the Property under this Agreement or adversely affect the value of the Property in the hands of Buyer. Seller has full power to consummate the transaction described in this Agreement, the execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions described herein having been duly and validly authorized by all necessary corporate action and the observance of all required formalities on the part of Seller, such that this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transaction contemplated hereby, nor compliance by Seller with any of the provisions hereof will: (i) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Seller is a party or by which it or the Property is bound, or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Seller or the Property, other than as disclosed to Buyer. This Representation shall survive the Closing.

(h) Seller represents that at Closing there are no leases affecting the Property.

(i) Seller has not received any actual notice of violation, of any applicable building, zoning or other ordinances, resolutions, statutes, or regulations from any insurance company or governmental agency in respect to the operation or condition of Property and, to the best of Seller's actual knowledge there are no such violations.

(j) To the best of Seller's actual knowledge and belief, the Property has not in the past, and is not now, used as a depository or storage area for trash, garbage or any toxic waste, hazardous materials or toxins.

(k) Seller has full power and authority to own and sell the Property and to comply with the terms of this Agreement. This Representation shall survive the Closing.

(l) The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated by this Agreement are within Seller's capacity. This Representation shall survive Closing.

(m) At Closing there are no parties in possession except for Seller..

(n) All of the warranties and representations of the Seller set forth in this Agreement shall be true upon the execution of this Agreement, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date but shall not survive the Closing of this transaction, unless specifically provided for to the contrary herein.

10. SPECIAL ASSESSMENT LIENS. Certified, confirmed and ratified special assessment liens as of the Closing Date are to be paid by Seller. Pending liens as of the date of Closing shall be assumed by Buyer.

11. RISK OF LOSS. Seller shall bear all risk of casualty loss to Property occurring prior to Closing and shall maintain in full force and effect all hazard, casualty and liability insurance now in force and insuring the Property against loss and damage or destruction through the Closing Date. In the event of any damage or destruction to any of the Property prior to Closing, not restored by the Closing Date, Buyer shall have the option to either:

(a) Rescind this Agreement and receive a refund of the Deposit together with all interest thereon; or

(b) Close this transaction and be entitled to receive the full amount of any proceeds of such insurance payable on the account of loss, damage, or destruction. Seller shall maintain all present insurance in full force and effect through the Closing Date.

In the event Buyer elects to close this transaction under subparagraph (b) of this Article, any loss shall be settled with the insurers only with the written consent of Buyer, and, if at Closing there shall be any losses which shall not have been settled or adjusted, Seller shall transfer and assign the insurance claim to Buyer, and this transaction shall be consummated in the same manner as if there had been no damage or destruction to Property.

12. SELLER'S OPERATIONS PRIOR TO CLOSING. Seller agrees that between the date hereof and the Closing Date, Seller shall:

(a) Not transfer any of the Property or create on the Property any easements, liens, mortgages, encumbrances or other interests that would affect the Property or Seller's ability to comply with the terms and conditions of this Agreement.

(b) Promptly disclose in writing to Buyer any material change in any facts or circumstances which would make any of the representations, or other provisions of this Agreement, inaccurate, incomplete or misleading.

(c) Cooperate with Buyer to assist Buyer in carrying out the transaction contemplated herein, in obtaining any approvals and authorizations, and in delivering all documents, instruments, or copies thereof or other information as maybe reasonably requested by Buyer.

13. INSPECTION AND FEASIBILITY. Buyer shall have until sixty (60) Calendar Days from the Effective Date (hereinafter referred to as the “**Inspection Period**”) to determine, in Buyer's sole discretion, whether the Property is suitable for Buyer's intended use of the Property. Buyer, its employees, agents or independent contractors shall be permitted to come onto the Property, upon reasonable prior verbal notice, during the Inspection Period in order to examine the Property and perform their own investigations, engineering, surveying work, soil tests, percolation tests, permeability tests, and feasibility studies thereon; all as may be necessary or desirable in the sole opinion of the Buyer in order for Buyer to evaluate the physical and economic characteristics of the Property, as well as other matters as maybe deemed byte Buyer to be reasonably necessary in order for Buyer to generally evaluate the Property and determine the feasibility and advisability of Buyer's purchasing of the same for the purposes and uses contemplated by the Buyer, including, without limitation, independent investigations and inquiries concerning all applicable zoning, environmental (including a Phase I Environmental Survey) and codes, ordinances, statutes, rules and regulations affecting the Property and its use, as well as the availability of access and utility services thereto, the possibilities and conditions upon which the Property can be developed and used, flood plan analysis, suitability of access and financial feasibilities concerning the Property and all standards, guidelines, conditions, and criteria that such a development and/or use may require under all laws and ordinances applicable thereto including in said analysis any and all documentation that may be furnished Buyer pursuant to Articles 5, 7, 8 and 9 above. Seller shall also fully cooperate to allow Buyer or Buyer’s professionals to examine the books, records, accounts, receipts, disbursements, bank account records and other applicable financial records of Seller, solely as same are related to the Property, so as to enable Buyer to verify all financial information concerning the Property and its income and expenses. Buyer, as a condition to its exercise of such right of entry and inspection, specifically agrees to defend, indemnify, save and hold Seller harmless from and against any loss, damage, liens, liability, suit, claim, cost or expense (including reasonable attorneys' fees) arising from the exercise by the Buyer or its employees, agents, engineers, surveyors, architects, or consultants of such right of entry. Buyer shall maintain the confidentiality of all of Seller’s financial records.

In the event that the results of such inspections, investigations, and inquiries are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller in writing of that fact and determination on or before 5:00 p.m. on the date of the expiration of the Inspection Period then, at Buyer's option, Buyer may thereupon terminate this Agreement and receive back the Deposit hereunder together with all interest earned thereon and this Agreement and all rights and obligations of the parties hereunder, excepting Buyer’s obligations pursuant to this Article 13, shall cease, terminate and be null and void. The

failure of the Buyer to notify Seller in writing of the unacceptability of such inspections, investigations and inquiries before the expiration of said Inspection Period, however, shall be deemed to be and constitute a waiver by Buyer of its right to terminate this Agreement pursuant to the provisions of this Article. Nothing contained herein shall prevent or prohibit Buyer from giving Seller notice that Buyer's intended use of the Property is not feasible at any time within said Inspection Period.

Upon such termination of this Agreement by Buyer, in accordance with this Article, the Buyer shall:

- (a) Deliver to Seller possession and all right, title and interest in and to all surveys, inspection reports, tests, results, verifications, engineering studies, geological studies, surveying work, plats, maps, results of test borings, studies, land use plans and the like prepared or conducted by or for Buyer pursuant to this Agreement;
- (b) Reasonably restore the Property to the condition as existed as of the date of this Agreement, in reference to any work undertaken by Buyer pursuant to this Article 13; and
- (c) Return to Seller all of the Submittals.

14. CLOSING DATE. Subject to all of the terms, covenants, and conditions hereof, the sale and purchase transaction contemplated in this Agreement shall be closed on or before thirty (30) days from the end of the Inspection Period, unless the Closing Date shall be extended by the parties in writing in accordance with the terms and provisions of this Agreement. Provided that the Agreement has not been prior thereto terminated by the Buyer in accordance with any of the provisions of this Agreement, closing of this transaction shall occur at the offices of Seller's attorney, or shall occur without a sit down closing by utilizing delivery of documents by recognized courier service, wire transfer of funds, and other secure delivery methods. At such Closing, Buyer shall deliver to the Closing Agent, in the form hereinabove specified, all monies required to complete Buyer's payment of the Purchase Price of the Property, and Seller shall execute and deliver the statutory warranty deed, and other documents contemplated and required to be executed and delivered pursuant to the provisions of this Agreement. Seller and Buyer shall also execute and deliver to the Closing Agent such other documents at such Closing as maybe reasonably required of them in order to consummate and close the sale and purchase transaction contemplated in this Agreement pursuant to the terms hereof. The Closing Agent shall make all disbursements in accordance with a Closing Statement approved by Buyer and Seller. Seller shall pay the cost of the Owner's Title Insurance Policy and the documentary stamps required to be affixed to the instrument of conveyance. Buyer shall pay the cost of recordation (other than documentary stamps). Each party shall bear their own attorney's fees.

15. CLOSING DOCUMENTS. In addition to those documents otherwise required herein to be

delivered, Seller shall deliver to the Closing Agent the following documents at Closing:

- (a) A Warranty Deed, in recordable form, by which Seller shall convey the Property to Buyer, subject only to the Permitted Exceptions;
- (b) Such other items, instruments, or affidavits as Buyer's counsel may reasonably require;

16. PRORATIONS. The following matters concerning the Property will be apportioned between Buyer and Seller as of the Closing Date:

- (a) All taxes and special and other assessments (including future installments of special assessments) which have become a lien upon the Property or any part thereof prior to the Closing Date shall be paid by Seller and proof of such payment shall be given to Buyer prior to or at the Closing, or, at Seller's option, credit shall be given to Buyer therefor. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and another exemptions if allowed for said year. If the Closing Date occurs on a date when the current year's millage is not fixed, but the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's taxes. However, any tax proration based on such an estimate, at the request of either Buyer or Seller, shall be readjusted upon receipt of the final tax bill as a post-Closing adjustment. This provision shall survive the Closing;

Apportionment of matters set forth in subparagraphs (a) through (b) of this Article shall be for the tax year of Closing and shall be based on the latest available information. Should such proration be inaccurate based on the actual bill later received, then on notice, either party hereto may demand and shall be entitled to receive on demand, a payment from the other correcting such malapportionment. This paragraph shall survive the Closing.

17. LIENS. Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential liens known to Seller and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding date of Closing. If the Property has been improved within said time, Seller shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to Seller's no-lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing, except as to any then pending "work in progress", as to which Buyer and Seller shall enter into an appropriate written agreement concerning the resolution and disposition of the cost of same.

18. EXPENSES. The cost of the title insurance policy, state documentary stamps which are required to be affixed to the instrument of conveyance, and the cost of recording any corrective instruments or releases shall be paid by Seller. The cost of recording the deed, and all fees and costs in connection with any new mortgage (if any) shall be paid by Buyer.

19. ESCROW. The Escrow Agent, **ROBERT MARC SCHWARTZ, P.A.**, receiving funds pursuant to this Agreement is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to his duties or liabilities under the provisions of this Agreement, the Escrow Agent may in his sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment or a court of competent jurisdiction shall determine the rights of the parties thereto, or he may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of the County having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. All parties acknowledge that the Escrow Agent has rendered and will continue to render legal services to Buyer in connection with the preparation of this Agreement, the consummation of the transaction to which it relates, and in the prosecution and resolution of any and all disputes which may arise in connection therewith.

20. ATTORNEYS' FEES AND COSTS. In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. Reasonable costs to which the prevailing party is entitled shall include costs which are taxable under any applicable statute, rule, or guideline.

21. DEFAULT. If this Agreement is not otherwise terminated pursuant to the terms hereof, and should Buyer fail to perform this Agreement within the time specified, the Deposit paid by Buyer aforesaid, together with interest thereon, if any, shall be retained by Seller as liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims, and Buyer shall be obligated to return all documents to Seller; whereupon all parties shall be

relieved of all obligations under the Agreement. Should the Seller default or breach any obligation hereunder, the Buyer's sole remedy, shall be either to:

- (a) Seek specific performance of this Agreement, thereby waiving any action for damages; or
- (b) Elect to receive the return of its deposit, together with all interest thereon and thereby waive any action for damages or for specific performance in which event the Agreement shall be terminated upon Buyer's receipt of the deposit and the interest and thereupon, neither party shall have any further rights hereunder or obligations to each other.
- (c) In no event shall the Seller be liable to the Buyer for damages.

22. AGREEMENT NOT RECORDABLE, PERSONS BOUND AND NOTICE. Neither this Agreement nor any notice thereof shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party.

23. SOLE AND ENTIRE AGREEMENT. This Agreement supersedes all prior discussions and agreements between the Parties in respect to the conveyance of Property and constitutes the sole and entire Agreement between Seller and Buyer in respect hereto.

24. MODIFICATIONS. No alteration, amendment, change or addition to this Contract shall be binding upon either party hereto unless and until reduced to writing and signed by both parties.

25. ASSIGNMENT. It is the intention of the Buyer to assign this Agreement to a new a Florida limited liability company, corporation, or limited partnership in which Buyer shall be a member, or officer, to which assignment, Seller hereby consents.

26. INTERPRETATION. For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

- (a) This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed and adjudicated in accordance with the internal laws of the State of Florida. Venue shall be in Indian River County, Florida.
- (b) Wherever in this Agreement the singular is used, the same shall include the plural, and vice-versa, and wherever in this Agreement the masculine gender is used, the same

shall include the feminine and neuter genders, and vice-versa.

(c) The captions, headings, and section numbers appearing in this Agreement are inserted as a convenience only and in no way define, limit, construe, or describe the scope or intent of such sections nor in any way effect the interpretation hereof.

(d) The phrase “**this Agreement**” means this Agreement as it may be amended and/or supplemented from time to time.

(e) Wherever the words “**includes**” or “**including**” arosued in this Agreement, the same shall not be construed to restrict or limit any of the language, terms or definitions used in association therewith.

(f) Any reference in this Agreement to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity.

(g) The words “**Deposit**”, “**Land**”, “**Improvements**”, “**Realty**”, “**Property**”, “**Submittals**”, and “**Personalty**” shall be interpreted to include any and all respective portions thereof.

(h) Whenever this Agreement requires that something be done within a period of days, such period shall: (i) not include the day from which such period commences; (ii) include the day upon which such period expires; (iii) expire at 5:00 p.m. local time on the date by which such thing is to be done; (iv) if six (6) days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the state where such thing is to be done, such period shall be extended to the first business day thereafter; and (v) if less than six (6) days, be construed to exclude any Saturday, Sunday, or legal holiday in the state where such thing is to be done which falls within such period, Time being of the essence.

(i) Wherever in this Agreement, the consent of either party to or of any act byte other is required, such consent shall not be unreasonably withheld or delayed, except as otherwise indicated, if at all. The consent by either party to or of any act byte other requiring further consent shall not be deemed to waive or render unnecessary the consent of such party to any subsequent similar act.

(j) It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same Agreement, even though all of the parties hereto may not have executed the same

counterpart.

(k) Wherever in this Agreement provision is made for the doing of any act by any person it is understood and agreed that such act shall be done by such person at its own cost and expense unless a contrary intent is expressed.

(l) The phrase "**Effective Date**" shall be interpreted to mean the date, subsequent to execution of this Agreement by Buyer and Seller, upon which the Seller has provided the Buyer with satisfactory evidence that the Lender, as hereinafter provided, has consented to the terms of this Agreement, and has agreed to permit the closing to occur, which date shall be inserted on the first line of this Agreement; however, in no such event shall the Effective Date be modified to extend anytime period beyond the date of July 20, 2014.

27. JUDICIAL CONSTRUCTION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof. This Agreement shall be construed pursuant to the laws of the State of Florida.

28. CLOSING DATE. The words "**Closing**" and "**Closing Date**", or words of similar importance as used in this Agreement, shall be construed to mean the originally fixed title and Closing Date specified herein or any adjourned time and date specified herein or agreed to in writing by the Parties or any earlier date permitted herein.

29. DELIVERY OF POSSESSION. Possession of the Property shall be delivered to Buyer at Closing.

30. INDEMNIFICATION. Seller hereby agrees that it alone shall be liable for the payment of all costs and expenses, liabilities, obligations and claims arising out of its ownership of the Property prior to the Closing Date, except as to any liabilities expressly assumed by Buyer in this Agreement (collectively, the "**Liabilities**"). Seller agrees to defend, indemnify and hold Buyer harmless from any and all loss, cost or damage, including, without limitation, attorney's fees and court costs, arising from any of the Liabilities. Buyer agrees to defend, indemnify and hold Seller harmless from any and all loss, cost or damage, including, without limitation, attorney's fees and court costs, arising from any costs, expenses, liabilities obligations or claims arising out of its ownership of the Property after the Closing Date. The provisions of this paragraph shall survive Closing hereunder.

31. NOTICES. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served to the addresses shown below, and shall be effective upon being(a)delivered by recognized courier service such as Federal Express, (b) delivered via e-mail with confirmation of receipt, (c) delivered by fax with confirmation of receipt, (d) by hand delivery, or (e) by being deposited in the United States mail, postage prepaid and registered or certified with return receipt requested. Notice to or from counsel for a party shall be the same as notice to or from a party.

AS TO SELLER: The City of Vero Beach, Florida
 Attention: James O’Conner, City Manager
 P.O. Box 1389
 Vero Beach, FL 32961-1389
 Phone No.: 772-978-4710
 Fax No.: 772-978-4716
 E-mail: CityMgr@covb.org

WITH A COPY TO: Wayne R. Comment, Esquire
 City Attorney PO Box 1389
 Vero Beach, FL 32961-1389
 Phone No.: 772-978-4730
 Fax No.: 772-978-4733
 E-mail: CityAtty@covb.org

AS TO BUYER: Dr. Michael R. Rechter, Manager
 241 East Prospect Road
 Ft. Lauderdale, FL 33334
 954-224-4655
 MikeR@IntegraCorps.com

WITH A COPY TO: Robert M. Schwartz, Esquire
 ROBERT MARC SCHWARTZ, P.A.
 4700 NW Boca Raton Blvd., Suite
 104 Boca Raton, FL 33431
 Phone No.: 561-241-1850
 Fax No.: 561-241-1845
 Bob@RobertSchwartzPA.com

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent.

32. SAVING CLAUSE. Should any provision of this Agreement for application thereof to any

person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

33. NO WAIVERS. No delay or omission by either Party hereto to exercise any right or power accruing on any noncompliance or default by the other Party in respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as otherwise herein provided. A waiver by either of the Parties hereto or any of the covenants, conditions, or agreements hereof to be performed by either shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, condition, or agreement herein contained.

34. NO MERGER. The statements, representations and warranties set forth in this Agreement shall not survive the Closing, except where specifically provided to the contrary.

35. BROKERS: At the time of the Closing and subject to a Closing actually occurring, Seller agrees to pay Real Estate Brokerage Commission to _____, in accordance with a separate written agreement for their services in bringing about the Closing of this transaction. Seller and Buyer hereby acknowledge, represent, and warrant to each other that no other broker or finder has been employed by either Seller or Buyer other than as set forth above. Seller and Buyer each warrant to the other that no other commissions are payable by Seller and Buyer or due to any other broker or finder in connection with this Agreement or the transaction contemplated herein, and Seller and Buyer each hereby agree to indemnify, defend, save and hold the other harmless from and against the payment of any other commissions or fees or claims for commissions or fees; it being expressly agreed that the foregoing agreement of indemnification shall survive any Closing under this Agreement.

36. DISCLOSURES: Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. AS IS. In the event that Buyer does not terminate this Agreement during the Inspection Period as hereinabove provided, the Property shall be sold in an "as is" condition as of the Closing Date. Provided however that, a condition precedent to such closing shall be that the Property is, as of the Closing Date, free and clear of all hazardous material, toxic waste, or toxins or Buyer shall have the option to terminate this Agreement. Should the Agreement be terminated under this provision, all deposits, together with all interest thereon, shall be returned to Buyer, and this Agreement shall be of no further force or effect.

38. SECTION 1031 EXCHANGE. Seller and Buyer agree to cooperate with each other in closing the sale of the Real Property as a like-kind exchange under Section 1031 of the Internal Revenue Code (the "Code"). Such cooperation shall include, without limitation, the substitution by either of an intermediary (the "Intermediary").

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year indicated.

WITNESSES:

SELLER:

The City of Vero Beach, Florida

Witness

By: _____
James O'Conner, City Manager

Witness

Executed this January _____, 2016.

BUYER:

Witness

Michael R. Rechter on behalf of a
new
limited liability company to be
formed

Executed this January _____, 2016.

SCHEDULE OF EXHIBITS

1. Legal Description of the Property.
2. Permitted Exceptions.

Seller's Initials

Buyer's Initials

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All applicable law, ordinance or governmental regulations.
2. Taxes for the current year, which are not yet due and payable, and subsequent years.
3. Matters shown on the Plat of DR RICHARD E BULLINGTONS UBDIVISION CONTINUED, as recorded in Plat Book 2, Page 5 of the Public Records of Indian River County, Florida.
4. Easements, reservations, and rights-of-way of record.

**LANES DROP OUT
AT UW-STOUT**

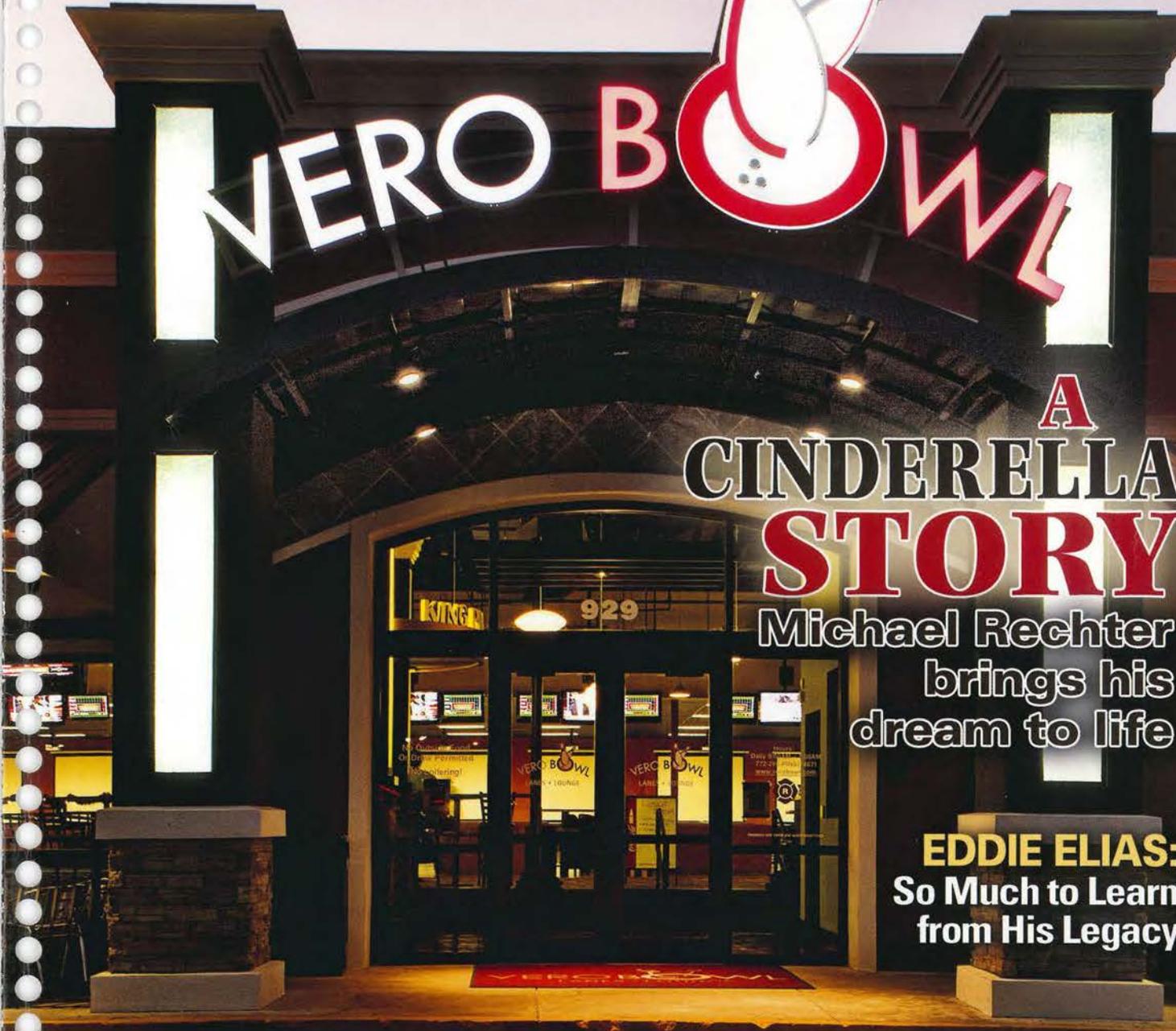
**PROPRIETOR BY DAY;
DRUMMER AFTER HOURS**

INTERNATIONAL

Vol. 19 | March 2011

BOWLING INDUSTRY

THE WORLD'S ONLY MAGAZINE DEVOTED EXCLUSIVELY TO THE BUSINESS OF BOWLING



VERO BOWL

A CINDERELLA STORY

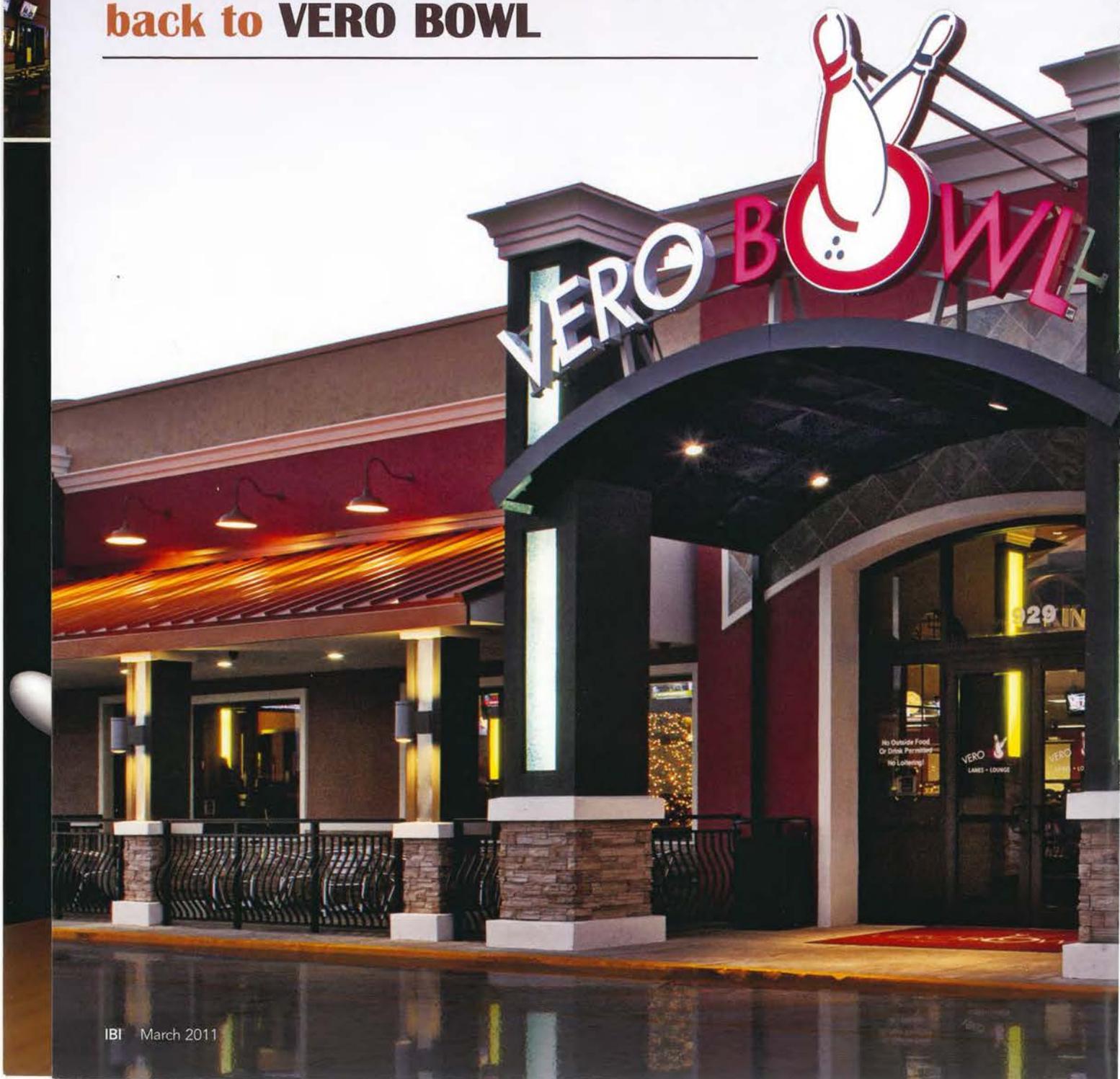
Michael Rechter
brings his
dream to life

EDDIE ELIAS:
So Much to Learn
from His Legacy

HONG KONG,
Bowling and
Mr. Wai

A Cinderella

Bringing life, style and drama
back to **VERO BOWL**



Story

■ By Robin Breuner

Vero Bowl is a Cinderella story. The rundown, neglected, diamond-in-the-rough bowling center meets Prince Charming and is magically transformed.

In reality, it took much more than magic to transform the old Vero Bowl space into what it is today.

Michael Rechter, chiropractor turned successful real estate developer, bought the shopping center housing Vero Bowl and quickly found himself faced with a dilemma.

His real estate career began with the purchase of the buildings that housed his chiropractic clinics. After reading a book by Ray Croc, the founder of McDonald's, he decided to model himself after Croc's success. Rechter said that when you buy a share of McDonald's corporate stock, you're essentially buying fifty percent burgers and fifty percent real estate.

His initial foray into the real estate market proved so successful, that he expanded into buying other income properties. He went from a duplex to a fourplex to an eightplex and a mobile home park. In 2005, he purchased the Indian River Plaza shopping center in Vero Beach for \$6 million. The center was in disrepair and in foreclosure.

Rechter said, "The hurricanes had nailed it. It was in foreclosure before foreclosure became a big thing. It was a \$6 million shopping center, which sounds expensive, but it was cheap for \$6 million."

He immediately put his passion to work, renovated the property and handled the leasing process. Very quickly, the center went from 70% vacancy to 90% occupancy.

When the shopping center next door became available, he jumped on the opportunity, purchasing it for just under \$12 million. Although it was in better shape than its neighbor, there were other issues.

A theater located in the center had, at one time, been the only theater in Vero Beach until a new mall opened across town featuring a 24-plex, state of the art, AMC theater. The customers gravitated to the new mall, and the



Vero Bowl Owner Mike Rechter hosting Indian River County/Vero Beach Chamber of Commerce Ribbon Cutting Ceremony for Vero Bowl - October 2010.



Vero Bowl Co-Owner/Developer Mike Rechter with Vero Bowl general contractors Mike Williams and Randy Trent of MH Williams Construction.

old theater declined to the point where it was only surviving by showing dollar movies.

Rechter approached Cinemaworld owner, Rick Starr, who proposed the concept of transforming the space into the Majestic Theater, a 1940s – 1950s era concept designed to attract the older demographic of Vero Beach.

According to Rechter, they blended the best of the old look with the best of the new technology. He said that the theater was so successful that they changed the name of the center to Majestic Plaza and as a result, they became an attraction in the area again.

That's when he set his sights on the bowling center.

"Unfortunately, I had this tenant in there, a bowling space called Vero Bowl. On a grade scale, it was horrible. I mean it was an F. You couldn't get any worse than this space. People would say to me all the

time, 'That theater is terrific, when are you going to do something about the bowling center? That place is terrible,'" Rechter said.

He approached the owner of the center who had no interest in investing any money to upgrade it.

"I had no ambition to get into the bowling business," Rechter said. "I tried to go to the owner of it to say, 'Can you please work with us to make the place better?' I wasn't expecting the Taj Mahal, I just wanted to take it from an F and perhaps make it into a C. Obviously, I was hoping for a B," he said.

"When you just spent \$12 million on one shopping center and \$20 million total, the last thing you want to hear is people going somewhere else because they couldn't stomach the bowling center," he said.

He approached Starr again to help him renovate the center. However after completing his due diligence Starr concluded that the price tag was too high to justify the investment.

Rechter was left with the difficult choice of trying to find another investor or biting the bullet and doing it himself. He was well aware of the fact that banks are loathe to the idea of lending money to those types of risky investments.

He said that even in today's bad economy, investors can still go to a bank, put down 30% and get a 70% loan. According to him, the banks don't want to lend money on bowling centers because they can't collateralize it. They know how to lend on a piece of real estate. If someone doesn't pay, the banks can foreclose, and then they are the owners of the property. With a bowling business, if someone defaults on a one or a two million dollar loan, it doesn't want to have to take back the pinsetters or the lanes.

He knew that he was going to have to go it alone.

He flew around the Southeast to Houston, Atlanta and all over Florida to as many bowling centers as possible to get a sense of what he did and didn't like.

"Essentially, there were two schools, there was the traditional bowling alley, which is plastic chairs, crappy food, that's the old thing, and frankly, I think that's the reason that bowling went downhill for a bit. They didn't keep up with the times," he said.

He said that in the 70s and 80s when this kind of center was popular, there weren't the same kind of options for entertainment that there are now. Now, kids can just stay home and play video games. He said that you also have to be able to attract not just the kids but the parents who have many entertainment options as well.

Rechter said, "What I ended up seeing was the old style, which I knew I didn't want to be, and the new style, Lucky Strike probably being the most popular of the new style, which is more of a bar with a little bowling than it is a bowling experience, per se."

He knew, however, that a town like Vero Beach could not sustain this concept. There are simply not enough people year round to justify it. According to Rechter, there are approximately 200,000 full time residents and about double that during the high season.

That's when he decided to hire Doug Wilkerson of Dynamic Design, specialty designers of theme-based bowling centers. He was quickly overwhelmed when he discovered the cost of the plans.

"The cost to build a center is a fortune. I've opened many offices, I've bought many buildings, I can't tell you how shocked I was by the costs that were being thrown around to build a new center by the industry people. I believe that the bowling center that I built, not only is it a first-class place, I believe I built it for less dollars per square foot than any other center of its type in the country," said Rechter.

He was told that he would need to spend somewhere in the neighborhood of \$4 million to refurbish the center. He is proud to say that he was able to trim that budget down to approximately \$2.5 million and still come out with the integrity of the design intact.

He was able to accomplish this by saving both on equipment and on design finishes. He was involved in every aspect of the project and knew where to trim costs and where to splurge. For example, Brunswick had quoted him \$1.4 million for all new equipment. Instead of accepting this, Rechter found a center that was closing and was able to buy their lanes for \$750,000. He then went on line and found an incredible deal to buy some used pinsetters, which he had refurbished. He found other equipment from various centers that were being demolished.

"Michael really committed to the feel of this place," Wilkerson said. "He wanted to change the perception. He was committed to the design, and it turned out really well. I have never seen a guy who was more 'hands on' than him. There was not one item that wasn't bid out 3 or 4 times. If it was still high, he would meet with other sources to see if they could make it work. In the end, he got my design, but he was able to create the same effect by figuring out how to do it for less," he said.

"Bottom line is, I saved a million dollars, a half million dollars of savings that I got from the bowling equipment



and scoring, and then I probably saved another half million dollars plus on the finishes and still keep the design integrity intact. I tried to find things that were true to what was designed by the designer – only cheaper," Rechter said.

"Vero was a great project because we started with a center that was shut down. Pretty much the dump of all dumps. It was moldy and nasty and really, really old and dilapidated. We basically reimaged the center. It turned out really well," said Wilkerson.

What they ended up creating was a hybrid center. Rechter said



that he looked around at what was working and knew what he wanted. He didn't want the plastic seats but he did want the leagues. He said that the problem with the Lucky Strike concept in a place like Vero Beach is that you don't have enough of a bar business on a daily basis.

They created a concept that is league-based during the day to specifically accommodate the senior bowlers, and in the evening around the happy hour crowd. Feel becomes more a hip combination of bar and bowling scene.

Wilkerson said, "Right now, the hot designs are these hybrid bowling centers that have a boutique element and still have a family entertainment element."

"We are really kind of becoming all things to all people demographically," said Rechter.

Wilkerson said that the whole bowling industry has really been transformed over the last eight to ten years with more boutique and upscale entertainment complexes, and that Vero falls right into that mode.

"The industry is actually moving a little bit right now where the boutique style is really the hot commodity, what everyone wants to duplicate. Lucky Strike and those type of projects started the fad, but lately the industry is really not only still doing the boutique but almost a theme park element is coming into these entertainment complexes," said Wilkerson.

Bowling, somewhere along the line, strayed off path, where everyone else kept on a remodel schedule

VERO BOWL

LANES • LOUNGE



State of the Art \$2 Million
Renovation



32 Brand New Lanes



6 VIP Lanes

(Corporate Events, Private Parties)



Billiard Room



Game Zone

KingPinz Lounge & Sports Grille with over 80
High Definition Big Screens

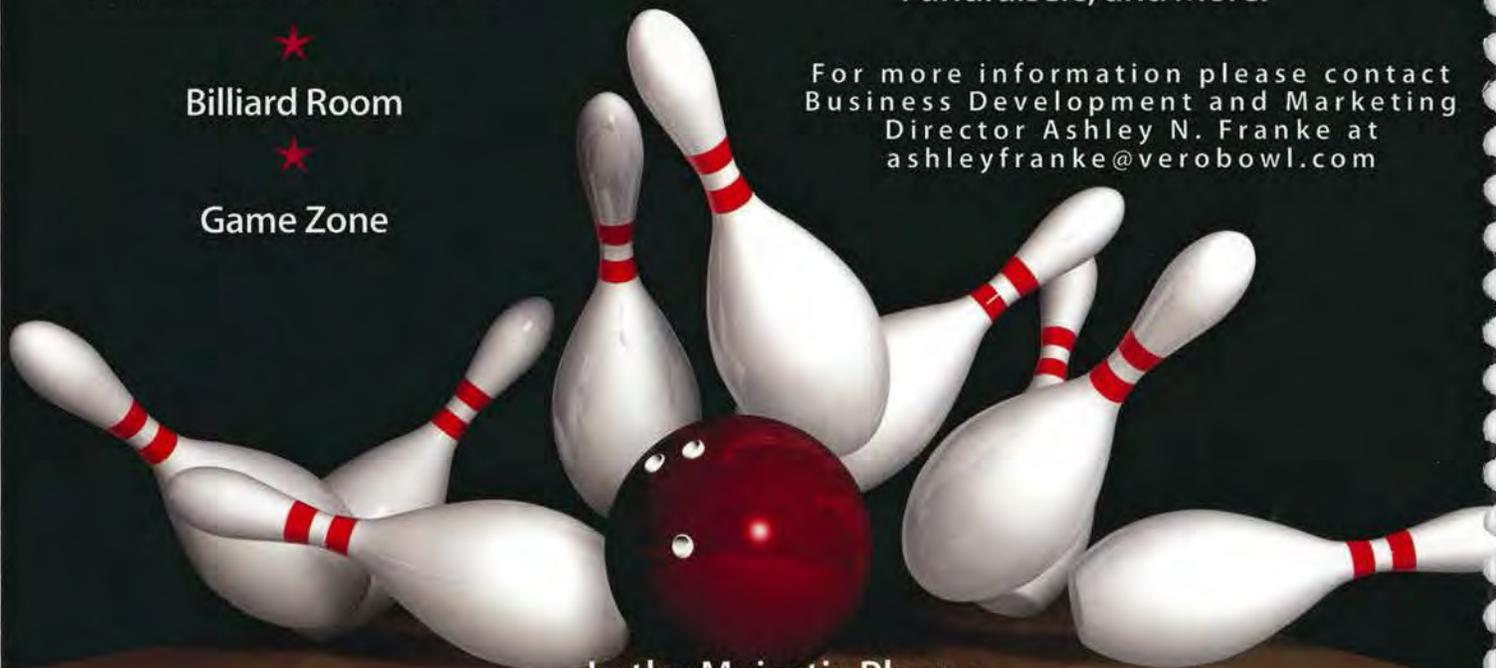


All Day Happy Hour up to 7pm!



The Perfect Place for Birthday Parties for Any
Age, Bridal Showers, Team Building,
Fundraisers, and More!

For more information please contact
Business Development and Marketing
Director Ashley N. Franke at
ashleyfranke@verobowl.com



In the Majestic Plaza

929 14th Lane, Vero Beach, Florida 32960 • 772.299.PINS (7467)

WWW.VEROBOWL.COM • FACEBOOK.COM/VEROBEACHBOWLING

TWITTER.COM/VEROBOWLING

January 15, 2016
RFP #NO. 380-15
ADDENDUM #1

The following addendum is hereby made a part of the specifications and shall be considered a part thereof for all purposes, superseding and replacing anything to the contrary in the original specifications.

CLARIFICATION:

During and following the pre-bid meeting on January 4, 2016 the following questions were asked regarding the Old Diesel Plant Attached is a copy of the renovation plans which are being provided as a public record and the City makes no guarantees to the extent which renovations may or may not have been completed.

Attached is a copy of a Site Assessment Report (SAR) which may assist in answering questions #1-6.

1. Pit next to the generator is full of liquid (appears to be water and oil) is there an assessment of the level of cleaning on the pit?
2. Is there an assessment of the pits where the previous generators were located?
3. Is there an assessment of the area under the generator?
4. Has all the lead paint been removed from the generator?
5. What is the condition the roof?
6. What is the status of the piping under the building?
7. What company provided windows for Power Plant? **Don't know the company that provided the windows.**
8. Do we have a point of contact of the contractor that removed the old generators and cost? **No**
9. Do we have any drawings of the interior? **Yes see attached**
10. On the west side of the building there is a separate platform of concrete approximately 3' high. Can the platform be removed and what was its previous use? **Yes it can be removed.**
11. How many square feet is the building? **8,918 sqft.**
12. How many acres is the entire property? **1.64 acres**
13. Can the generator be removed? **Yes**
14. How long will the buyer have to perform due diligence? **If required, the City will negotiate with the prospective buyer the period of time required to conduct their own inspections.**

All addenda must be signed by the bidder and included with the bidding documents, in order for bid to be considered.

AMERICAN ICON BREWERY

Company Name REAL ESTATE INVESTMENTS, LLC Signature

PROPOSAL PAGE

The undersigned representative submits this proposal, certifies that they are an authorized representative of the Proposer who may legally bind the Proposer and has carefully examined the RFP.

NAME (print): MICHAEL RECHTER

SIGNATURE: *Mike Rechter*

TITLE: MANAGING PARTNER

ADDRESS: 241 EAST PROSPECT ROAD

FT. LAUDERDALE, FL 33334

DATE: 1/15/16

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

(CHECK ONE)

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

(CHECK ONE)

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

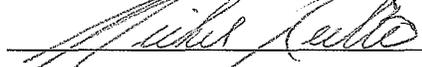
OR

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Company Name

AMERICAN KODU BREWERY REAL ESTATE INVESTMENTS, LLC

Authorized Signature



Name (Print or Type)

MICHAEL RECHTER

Title

MANAGING PARTNER

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

FIRM CERTIFICATION

The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): MICHAEL RECHER

SIGNATURE: 

TITLE: MANAGING PARTNER

NAME OF FIRM/PARTNERSHIP/CORPORATION:

AMERICAN ICON BREWERY REAL ESTATE INVESTMENTS, LLC

241 EAST PROSPECT ROAD

FT. LAUDERDALE, FL 33334

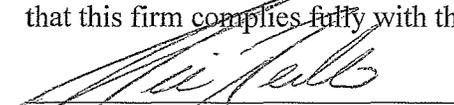
DATE: 1/15/16

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free Work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



PROPOSER'S SIGNATURE

AMERICAN ICON BREWERY LLC

BUSINESS PLAN/FINANCIAL PROJECTIONS

This document contains forward-looking statements. You should not place undue reliance on these statements. Forward-looking statements include information concerning possible or assumed future results of operations, goals and objectives for future operations, among other things. As you read and consider the information in this document, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties and assumptions.

CONFIDENTIAL

AMERICAN ICON BRWERY LLC

Start-Up Costs

SUMMARY	
I.) Fees, Services, Consultants, Premiums	\$319,550.00
II.) Construction	\$770,000.00
III.) Taproom: Furniture, Fixtures and Equipment	\$420,500.00
IV.) Brewery	\$439,000.00
V.) Misc.	\$133,500.00
Total	\$2,082,550.00

I.) Fees, Services, Consultants, Premiums	Costs
Prepaid Rent	\$25,000.00
Additional Prepaid Rent with Sales Tax (Upon Receipt of Master Permit)	\$25,000.00
Architectural, Landscape and Survey – Conceptual/Consulting	\$13,750.00
Land Use Attorney	\$7,500.00
Corporate Legal Fees	\$10,000.00
Branding Agency	\$8,000.00
Architecture Fee to go to CO	\$35,000.00
Landscape Fee to go to CO	\$3,000.00
MEP (including Fire Drawings)	\$16,800.00
Structural Engineer	\$20,000.00
Civil Engineer (Includes the sewer lateral plans)	\$20,000.00
Kitchen Design Fee	\$10,000.00
Interior Design Fee	\$25,000.00
Permit Expeditor	\$2,500.00
Application and Permit Fees to City to CO	\$15,000.00
Dept of Hotel & Restaurants	\$2,500.00
DEP Fees	\$2,500.00
Surety Bond Fee (2% of Construction Contract)	\$0.00
Insurance Premium (3 months payment)	\$7,500.00
Accounting Software and Setup	\$1,500.00
Utility Deposits (Water, Gas and Electric)	\$5,000.00
Printing - Business Cards and Stationery	\$1,500.00
Business Licenses (ATB, TTB, Bond, etc.)	\$20,000.00
Grand Opening Event Fee	\$15,000.00
Cable and Internet Installation	\$0.00
Freight and Rigging	\$10,000.00
Brewery Labor Installation	\$10,000.00
Website Creation	\$7,500.00
Total	\$319,550.00

II.) Construction	Costs
Natural Gas Supply from Florida City Gas w/meter	\$0.00
Fire Sprinkler System & Fire Alarm	\$55,000.00
City wet tap 2" main, backflow prev. 4" fire main	\$20,000.00
Fire Alarm, Alarm System and Life Safety Items	\$35,000.00
Equipment Rental	\$5,000.00
Interior Demolition	\$10,000.00
Underground Contract Work for Sewer Connection	\$30,000.00
Waste and Debris Collection Removal (\$500 load)	\$5,000.00
Electrical service upgrade via FPL (Not necessary immediately)	\$0.00
Electrical Panels & Distribution (incl conduit wire & disconnects)	\$50,000.00
Plumbing Contract including natural gas	\$25,000.00
Slab cut, rebar, mesh, re pour	\$20,000.00
Brewery floor, urethane top coat	\$35,000.00
Masonry (in-fill, surfaces, wall, roof)	\$10,000.00
Structural	\$20,000.00
Dry Wall Framing	\$10,000.00
Ventilation fans and louvers	\$10,000.00
Roofing penetrations, sealing and insulation	\$50,000.00
Roll up doors	\$15,000.00
Exterior and Interior Doors	\$15,000.00
Impact Windows	\$0,000.00
Air Conditioning including ductwork (both sides of tap room only – 40 Tons)	\$80,000.00
Exterior Site Improvements – Site Lighting, Paving, etc.	\$150,000.00
Landscaping in Front of Bldg and in Front Parking Lot	\$40,000.00
Interior Taproom Wall Finishings/Decor	\$10,000.00
GC Fee	\$70,000.00
Total	\$770,000.00

IV.) Brewery	Costs
Pilot Brewing System - present until opening	\$5,000.00
15 BBL (3 Vessel) MLT/BK/WP/HX/pumps/controls	\$150,000.00
Hot Liquor Tank (40BBL)	\$17,000.00
Cold Liquor Tank (60BBL)	\$25,000.00
Pumps CLT and HLT, hard piping, valves, hardware	\$10,000.00
10 BBL Unitanks (2x)	\$13,600.00
20 BBL UniTanks (2x)	\$20,800.00
20 BBL Bright Tank (1x)	\$9,800.00
Remote panels for Liquor Tanks	\$5,000.00
Kegs	LEASED
Oak Barrels for Barrel Aging - 52USG (20 x \$500)	\$10,000.00
Keg Washer	\$15,000.00
Hoses	\$3,500.00
Field hardware	\$3,500.00
Cellar Pump w/VFD	\$3,500.00
Lab	\$10,000.00
Water Treatment - RO/Softner/Controls	\$15,000.00
RO Storage Tank	\$5,000.00
Chiller Tron Fermentation Control System	\$17,500.00
Glycol Chiller and install	\$40,000.00
Steam Boiler and install	\$35,000.00
Four Head Bottling Machine	\$35,000.00
Malt Mill	\$12,500.00
Air Compressor and Install	\$10,000.00
Storage Racks and containers	\$2,500.00
Used Forklift and Scissor Lift	\$20,000.00
Total Cost	\$439,000.00

V.) Misc.	Costs
Operating Cash at Opening (Final GC payments will come over course of 2-3 months post opening thus providing additional cash on hand)	\$50,000.00
Management Labor before Opening (1 month max)	\$15,000.00
Starting Inventory of Ingredients	\$25,000.00
Coasters and Kitchen/Bar Towels	\$1,000.00
Paper goods, Napkins etc	\$2,500.00
Event Marketing Kit (Tent, beer taps, etc)	\$5,000.00
Computers/Telecom	\$7,500.00
Initial Uniform and Merchandise Order	\$5,000.00
Taphandles (Design Fee and Initial Order)	\$4,000.00
Cable and Internet Installation	\$1,000.00
Signage	\$17,500.00
Total Cost	\$133,500.00

III.) Taproom: Furniture, Fixtures and Equipment	Costs
Large Island Bar	\$20,000.00
Barstools (75)	\$12,000.00
Booth/Sofas	\$20,000.00
Low Tables (8)	\$12,000.00
Bar Height Tables (8)	\$12,000.00
Interior Props	\$10,000.00
Lighting Fixtures	\$20,000.00
Games (Billiard etc)	\$5,000.00
TV's (8), Sound, Security System & Cameras and Wiring	\$25,000.00
Live Music sound system and lights	\$15,000.00
Bar Dispense System - Long Draw with chiller	\$25,000.00
Dispense portion control	\$15,000.00
Cold Room for Taproom and Initial Distribution	\$25,000.00
Bar Lowboy Refrigerators	\$5,000.00
Ice Maker	\$2,500.00
Glass Washer	\$4,000.00
Glassware (16 oz)	\$5,000.00
Glassware (sample glasses)	\$2,000.00
Growler Filler	\$20,000.00
Growlers	\$2,500.00
Flight Carriers	\$1,500.00
Soda Gun Syrup System	\$1,500.00
POS System	\$10,000.00
Cleaning Equipment	\$1,500.00
Front Exterior Courtyard	\$10,000.00
Bathroom Fixtures and Finishings	\$10,000.00
Washer and Dryer	\$4,000.00
Kitchen Equipment	\$150,000.00
Total	\$420,500.00

Start Up Expenses to Fund	\$1,108,050.00
Start Up Assets to Fund	\$974,500.00

FLL Brewing LLC

Balance Sheet

<u>Start-Up Funding</u>	
Start Up Expenses to Fund	\$1,108,050.00
Start Up Assets to Fund	\$974,500.00
Total Startup Funding Required	\$2,082,550.00

<u>Assets</u>	
Inventory (Current Assets)	\$25,000.00
Equipment (Fixed Assets) *	\$899,500.00
Cash Balance on Starting Date	\$50,000.00
Total Assets	\$974,500.00

*Depreciation not included

<u>Capital and Liabilities</u>	
Capital	
Investment (Excluding Real Estate)	\$2,082,550.00
City CRA Grant	\$0.00
Total Planned Investment	\$2,082,550.00
Start up Expenses	\$1,108,050.00
Total Capital	\$974,500.00
Liabilities	
Current Borrowing	\$0.00
Long Term Liabilities	\$0.00
Accounts Payable (Outstanding Bills)	\$0.00
Other Current Liabilities	\$0.00
Total Liabilities	\$0.00
Total Capital and Liabilities at Startup	\$974,500.00

CONFIDENTIAL

COG'S VIA 16 OZ PINT SALES (Based on 1 BBL)				
	Yield	Price per Unit Sold	\$	%
Beer Sales by Pint (248 if no	231	\$6.00	\$1,383.84	100%
Cost of Goods Sold	Quantity	Price per Unit, G or LB		
Malt	50 lbs	\$0.65	\$39.00	
Yeast			\$3.00	
Hops	1 lbs	\$10.00	\$10.00	
Water	100 gallons	\$0.016	\$1.60	
Sewer	69 gallons	\$0.016	\$1.10	
Electric	20 KWH	\$0.115	\$2.30	
Gas	1 Therm	\$2.22	\$2.22	
CO2			\$0.20	
Cleaning Chemicals			\$0.15	
Federal Taxes			\$7.00	
State Taxes			\$15.00	
No packaging cost				
TOTAL COST OF GOODS SOLD WITHOUT LABOR			\$81.57	5.89%

COG'S VIA 64 OZ GROWLER SALES (Based on 1 BBL)				
	Yield	Price per Unit Sold	\$	%
Beer Sales by Growler (62 if no	58	\$14.00	\$807.24	100%
Cost of Goods Sold	Quantity	Price per Unit, G or LB		
Malt	50 lbs	\$0.65	\$39.00	
Yeast			\$3.00	
Hops	1 lbs	\$10.00	\$10.00	
Water	100 gallons	\$0.016	\$1.60	
Sewer	69 gallons	\$0.016	\$1.10	
Electric	20 KWH	\$0.115	\$2.30	
Gas	1 Therm	\$2.22	\$2.22	
CO2			\$0.20	
Cleaning Chemicals			\$0.15	
Federal Taxes			\$7.00	
State Taxes			\$15.00	
			64 oz Bottle (Seperately purchased by consumer)	\$0.00
TOTAL COST OF GOODS SOLD WITHOUT LABOR			\$81.57	10.11%

COG'S VIA 15.5 G KEG SALES (Based on 1 BBL)				
	Yield	Price per Unit Sold	\$	%
Beer Sales by Keg (2 if no	1.93	\$120.00	\$231.60	100%
Cost of Goods Sold	Quantity	Price per Unit, G or LB		
Malt	50 lbs	\$0.65	\$39.00	
Yeast			\$3.00	
Hops	1 lbs	\$10.00	\$10.00	
Water	100 gallons	\$0.016	\$1.60	
Sewer	69 gallons	\$0.016	\$1.10	
Electric	20 KWH	\$0.115	\$2.30	
Gas	1 Therm	\$2.22	\$2.22	
CO2			\$0.20	
Cleaning Chemicals			\$0.15	
Federal Taxes			\$7.00	
State Taxes			\$15.00	
No packaging cost				
TOTAL COST OF GOODS SOLD WITHOUT LABOR			\$81.57	35.22%

COG'S VIA 24oz SPECIAL RELEASE SALES (Based on 1 BBL)				
	Yield	Price per Unit Sold	\$	%
Beer Sales by 24oz Bottle (165	153	\$15.00	\$2,301.75	100%
Cost of Goods Sold	Quantity	Price per Unit, G or LB		
Malt	50 lbs	\$0.65	\$39.00	
Yeast			\$3.00	
Hops	1 lbs	\$10.00	\$10.00	
Water	100 gallons	\$0.016	\$1.60	
Sewer	69 gallons	\$0.016	\$1.10	
Electric	20 KWH	\$0.115	\$2.30	
Gas	1 Therm	\$2.22	\$2.22	
CO2			\$0.20	
Cleaning Chemicals			\$0.15	
Federal Taxes			\$7.00	
State Taxes			\$15.00	
24 oz Bottle			\$0.50	
TOTAL COST OF GOODS SOLD WITHOUT LABOR			\$82.07	3.57%

ACTUAL COST OF GOODS W/O LABOR

<u>Year</u>	<u>Pint Sales</u>	<u>Pint COG's %</u>	<u>Pint Total COG's w/o Labor</u>	<u>Growler Sales</u>	<u>Growler COG's %</u>	<u>Growler Total COG's w/o Labor</u>	<u>Keg Sales</u>	<u>Keg COG's %</u>	<u>Keg Total COG's w/o Labor</u>	<u>Special Bottle Release Sales</u>	<u>Bottle Release COG's %</u>	<u>Bottle Release Total COG's w/o Labor</u>	<u>True Total COGS w/o Labor</u>	<u>True Total COGS w/o Labor %</u>
1	\$967,200.00	5.89%	\$57,014.09	\$104,160.00	10.11%	\$10,525.68	\$26,400.00	35.22%	\$9,298.59	\$272,250.00	3.57%	\$9,707.68	\$86,546.03	6.32%
2	\$1,104,840.00	5.89%	\$65,127.63	\$130,091.50	10.11%	\$13,146.13	\$372,377.50	35.22%	\$131,158.56	\$408,375.00	3.57%	\$14,561.52	\$219,140.00	10.87%
3	\$1,145,760.00	5.89%	\$67,539.76	\$143,220.00	10.11%	\$14,472.81	\$955,900.00	35.22%	\$336,686.47	\$544,500.00	3.57%	\$19,415.35	\$433,260.56	15.53%
4	\$1,227,600.00	5.89%	\$72,364.03	\$161,122.50	10.11%	\$16,281.91	\$1,538,212.50	35.22%	\$541,788.20	\$612,562.50	3.57%	\$21,842.27	\$649,849.49	18.36%
5	\$1,304,325.00	5.89%	\$76,886.78	\$183,500.63	10.11%	\$18,543.28	\$1,968,140.63	35.22%	\$693,217.20	\$689,132.81	3.57%	\$24,572.56	\$810,489.54	19.55%
6	\$1,323,506.25	5.89%	\$78,017.47	\$200,731.78	10.11%	\$20,284.54	\$2,299,888.59	35.22%	\$810,065.25	\$704,446.88	3.57%	\$25,118.62	\$932,939.82	20.60%
7	\$1,389,681.56	5.89%	\$81,918.35	\$210,768.37	10.11%	\$21,298.77	\$2,417,622.54	35.22%	\$851,533.42	\$708,849.67	3.57%	\$25,275.61	\$979,869.16	20.73%
8	\$1,459,165.64	5.89%	\$86,014.26	\$215,632.26	10.11%	\$21,790.28	\$2,542,818.40	35.22%	\$895,629.83	\$711,931.62	3.57%	\$25,385.50	\$1,028,709.98	20.87%
9	\$1,511,695.60	5.89%	\$89,110.78	\$220,455.61	10.11%	\$22,277.69	\$2,675,999.96	35.22%	\$942,538.95	\$730,538.93	3.57%	\$26,048.99	\$1,079,312.92	21.00%
10	\$1,565,830.65	5.89%	\$92,301.91	\$225,222.22	10.11%	\$22,759.37	\$2,816,142.62	35.22%	\$991,899.90	\$749,227.13	3.57%	\$26,715.35	\$1,133,010.17	21.15%

General Labor Model

YEAR 1 TAPROOM LABOR

General Labor (excluding Mgmt)*	Total Labor Hours Per Day	Avg Wages per hour	Total Labor Cost Per Day	Number of Days Per Month	Total Labor Cost Per Month
Monday - Thursday**	40	\$8.00	\$320.00	18	\$5,760.00
Friday - Sunday***	70	\$8.00	\$560.00	12	\$6,720.00
				TOTAL GENERAL LABOR PER MONTH:	\$12,480.00
				% of On Site Beer Sales	13.98%

*Taproom GM salary is in fixed expenses

Minimum wage for tipped employees is \$5.03/hr

**FOH Weekday Operating Hours 11am - 12am

***FOH Weekend Operating Hours 11am - 2am

Weekday Schedule	No of People	Total No of Hours
Opening: 11am - 12pm	1	1
Lunch: 12pm - 3pm	3	9
Midday: 3pm - 5pm	2	4
Evening: 5pm - 12am	4	24
Clean Up: 12pm - 1am	2	2
Total		40

Weekend Schedule	No of People	Total No of Hours
Opening: 11am - 12pm	1	1
Lunch: 12pm - 3pm	4	12
Midday: 3pm - 7pm	3	12
Evening: 7pm - 2am	6	42
Clean Up: 2am - 3am	3	3
Total		70

YEAR 1 BREWING LABOR

General Labor (excluding Mgmt)*	Number of Employees Per Day	Avg Hours per person per day	Total Labor Hours per Day	Avg Wages per hour	Total Labor Cost Per Day	Number of Days Per Month	Total Labor Cost Per Month
Brewing Cellar Employee - Experienced	1	8	8	\$15.00	\$120.00	20	\$2,400.00
Brewing Cellar Employee - Non Experienced	1	8	8	\$10.00	\$80.00	20	\$1,600.00
						TOTAL GENERAL LABOR PER MONTH:	\$4,000.00
						% of All Beer Sales	3.50%

* Brewmaster is manager - salary is in fixed expenses

Minimum wage is \$8.05/hr

** Brewing wont occur every day

YEAR 1 KITCHEN LABOR

General Labor	Total Labor Hours per Day	Avg Wages per hour	Total Labor Cost Per Day	Number of Days Per Month	Total Labor Cost Per Month
Weekdays*	37	\$12.00	\$444.00	22	\$9,768.00
Weekends**	56	\$12.00	\$672.00	8	\$5,376.00
				TOTAL GENERAL LABOR PER MONTH:	\$15,144.00
				% of Food Sales	19.42%

*FOH Weekday Operating Hours 12pm - 11pm

**FOH Weekend Operating Hours 12pm - 1am

Weekday Schedule	No of People	Total No of Hours
Morning Prep: 10am - 12pm	2	4
Lunch: 12pm - 3pm	3	9
Afternoon Cleanup/Prep: 3pm - 5pm	2	4
Dinner: 5pm - 11pm	3	18
Clean Up: 11pm - 12am	2	2
Total		37

Weekend Schedule	No of People	Total No of Hours
Morning Prep: 10am - 12pm	2	4
Lunch: 12pm - 3pm	4	12
Afternoon Cleanup/Prep: 3pm - 5pm	3	6
Dinner: 5pm - 1am	4	32
Clean Up: 1am - 2am	2	2
Total		56

Break Even P&L for Year 1 of Operating

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total - Year 1	
Sales														
Beer Sales via Pint	\$41,600.00	\$42,432.00	\$43,280.64	\$44,146.25	\$45,029.18	\$45,929.76	\$46,848.36	\$47,785.32	\$48,741.03	\$49,715.85	\$50,710.17	\$50,849.62	\$557,068.18	41.89%
Beer Sales via Growler	\$4,025.00	\$4,145.75	\$4,270.12	\$4,398.23	\$4,530.17	\$4,666.08	\$4,806.06	\$4,950.24	\$5,098.75	\$5,251.71	\$5,409.26	\$5,571.54	\$57,122.92	4.30%
Beer Sales via Special Release Bottles	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$33,800.00	\$0.00	\$0.00	\$35,490.00	\$115,290.00	8.67%
Beer Sales via Keg (Distribution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,750.00	\$4,125.00	\$4,537.50	\$4,991.25	\$5,490.38	\$5,655.09	\$28,549.21	2.15%
Food Sales	\$33,000.00	\$33,990.00	\$35,009.70	\$36,059.99	\$37,141.79	\$38,256.04	\$39,403.73	\$40,585.84	\$41,803.41	\$43,057.52	\$44,349.24	\$45,679.72	\$468,336.98	35.22%
Non-Alcoholic Beverage Sales	\$ 2,461.80	\$ 2,521.93	\$ 2,583.58	\$ 2,646.81	\$ 2,711.64	\$ 2,778.13	\$ 2,846.32	\$ 2,916.25	\$ 2,987.97	\$ 3,061.52	\$ 3,136.98	\$ 3,185.47	\$33,838.37	2.54%
Growler Merchandise Sales	\$2,070.00	\$2,132.10	\$2,196.06	\$2,261.94	\$2,329.80	\$2,399.70	\$2,471.69	\$2,545.84	\$2,622.21	\$2,700.88	\$2,781.91	\$2,865.36	\$29,377.50	2.21%
Misc Merchandise Sales (T-Shirts, Hats etc)	\$2,910.49	\$2,982.76	\$3,056.90	\$3,132.96	\$3,210.99	\$3,291.04	\$3,373.17	\$3,457.42	\$3,543.87	\$3,632.56	\$3,723.56	\$3,785.31	\$40,101.04	3.02%
Total Sales	\$86,067.29	\$88,204.54	\$110,397.01	\$92,646.18	\$94,953.58	\$123,320.75	\$103,499.32	\$106,365.91	\$143,134.74	\$112,411.29	\$115,601.48	\$153,082.11	\$1,329,684.20	100.00%
Cost of Goods														
Raw Materials for Beer Manufacturing (including Taxes and Utilities but net labor) (6.32% COG's year 1)	\$2,882.21	\$2,942.40	\$4,267.30	\$3,066.64	\$3,130.75	\$4,838.70	\$3,500.00	\$3,591.99	\$5,823.01	\$3,787.71	\$3,892.00	\$6,163.44	\$47,886.16	3.60%
Food (30% COG's)	\$9,900.00	\$10,197.00	\$10,502.91	\$10,818.00	\$11,142.54	\$11,476.81	\$11,821.12	\$12,175.75	\$12,541.02	\$12,917.25	\$13,304.77	\$13,703.92	\$140,501.09	10.57%
Non-Alcoholic Beverages (30% COG's)	\$738.54	\$756.58	\$775.07	\$794.04	\$813.49	\$833.44	\$853.90	\$874.87	\$896.39	\$918.46	\$941.09	\$955.64	\$10,151.51	0.76%
Growler Merch (35% COG's)	\$724.50	\$746.24	\$768.62	\$791.68	\$815.43	\$839.89	\$865.09	\$891.04	\$917.77	\$945.31	\$973.67	\$1,002.88	\$10,282.13	0.77%
Merchandise - Shirts, Hats, Etc. (35% COG's)	\$1,018.67	\$1,043.97	\$1,069.92	\$1,096.54	\$1,123.85	\$1,151.86	\$1,180.61	\$1,210.10	\$1,240.35	\$1,271.40	\$1,303.25	\$1,324.86	\$14,035.36	1.06%
Gross Profit	\$70,803.36	\$72,518.36	\$93,013.18	\$76,079.28	\$77,927.52	\$104,180.04	\$85,278.60	\$87,622.16	\$121,716.19	\$92,571.17	\$95,186.70	\$129,931.38	\$1,106,827.95	83.24%
Variable Operating Expenses														
Manufacturing General Labor - 3.5% of Total Beer Sales	\$1,596.88	\$1,630.22	\$2,364.28	\$1,699.06	\$1,734.58	\$2,680.85	\$1,939.15	\$1,990.12	\$3,226.20	\$2,098.56	\$2,156.34	\$3,414.82	\$26,531.06	2.00%
FOH General Labor - 13% of on Site Beer Sales (Special Release Months 10%)	\$5,931.25	\$6,055.11	\$6,755.08	\$6,310.78	\$6,442.72	\$7,659.58	\$6,715.07	\$6,855.62	\$8,763.98	\$7,145.78	\$7,295.53	\$9,191.12	\$85,121.62	6.40%
Kitchen General Labor - 20% of Food Sales	\$6,600.00	\$6,798.00	\$7,001.94	\$7,212.00	\$7,428.36	\$7,651.21	\$7,880.75	\$8,117.17	\$8,360.68	\$8,611.50	\$8,869.85	\$9,135.94	\$93,667.40	7.04%
Management Fee - 6% of Total Sales (Manager's Salaries)	\$5,164.04	\$5,292.27	\$6,623.82	\$5,558.77	\$5,697.21	\$7,399.25	\$6,209.96	\$6,381.95	\$8,588.08	\$6,744.68	\$6,936.09	\$8,184.93	\$79,781.05	6.00%
Payroll Taxes - 11.5% of ALL Labor	\$3,575.60	\$3,631.19	\$3,972.69	\$3,746.77	\$3,806.83	\$4,276.95	\$4,547.67	\$4,616.66	\$5,259.98	\$4,761.06	\$4,836.65	\$5,488.58	\$52,520.63	3.95%
Advertising, Marketing and Event Budget - 5% of Total Sales	\$4,303.36	\$4,410.23	\$5,519.85	\$4,632.31	\$4,747.68	\$6,168.04	\$5,174.97	\$5,318.30	\$7,156.74	\$5,620.56	\$5,780.07	\$7,654.11	\$66,484.21	5.00%
Additional Waste, Employee Discounts and Promotions - 2% of Total Sales	\$1,721.35	\$1,764.09	\$2,207.94	\$1,852.92	\$1,899.07	\$2,466.42	\$2,069.99	\$2,127.32	\$2,862.69	\$2,248.23	\$2,312.03	\$3,061.64	\$26,593.68	2.00%
Merchant Services - Avg of 2.5% of Total Sales	\$2,151.68	\$2,205.11	\$2,759.93	\$2,316.15	\$2,373.84	\$3,083.02	\$2,587.48	\$2,659.15	\$3,578.37	\$2,810.28	\$2,890.04	\$3,827.05	\$33,242.10	2.50%
Keg Leasing - \$4 per Keg per month	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$27,000.00	2.03%
Variable Expenses	\$31,594.11	\$32,587.22	\$40,105.32	\$33,020.77	\$33,651.22	\$42,653.02	\$36,120.00	\$36,105.72	\$50,445.72	\$36,441.52	\$36,075.50	\$44,075.50	\$430,391.75	32.36%
Fixed Operating Expenses														
Rent (including sales tax)	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$101,034.96	7.60%
Real Estate Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	1.50%
Additional Parking or Valet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Electric (excluding manufacturing which is built into COGS)	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$48,000.00	3.61%
Water (excluding manufacturing which is built into COGS)	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	1.35%
Gas (excluding manufacturing which is built into COGS)	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$15,600.00	1.17%
WorkmanComp	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	1.35%

General Liability and Liquor Liability Insurance	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$22,500.00	1.69%	
Cable, Telephone & Internet	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$10,000.00		0.75%	
Kitchen Manager/Head Chef Salary	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$60,000.00		4.51%	
Brand Manager/Director of Sales Salary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$30,000.00		2.26%	
Taproom General Manager Salary	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$60,000.00		4.51%	
Bookkeeper (\$15/hr @ 30 hours week)	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$21,600.00		1.62%	
Accounting (\$250/hr @3 hours month)	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$9,000.00		0.68%	
Janitorial	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00		1.80%	
Cleaning Supplies	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00		0.90%	
Trash Collection	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$9,600.00		0.72%	
Payroll -ADP	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00		0.45%	
Repairs and Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00		0.15%	
Brand Art & Design for Bears	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00		0.90%	
Website and Social Media Management	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$5,500.00		0.41%	
Glassware/Coasters/Bar Supplies	\$0.00	\$0.00	\$0.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$11,250.00		0.85%	
Computer TechSupport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%	
Toiletries, Soap, Paper Towels, Napkins etc	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00		0.90%	
Cops/Security/Misc. Labor (\$500 per week)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00		1.80%	
DJ's/Bands/Taproom Entertainment(\$500 per week)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00		1.80%	
Travel Expenses/Client Entertainment	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00		0.45%	
Pest Control	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$3,000.00		0.23%	
Mobile Keg Tracking Software	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$600.00		0.05%	
Keg Collars, Keg Caps and Stretch Wrap	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$6,000.00		0.45%	
Bank Charges	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00		0.09%	
Printing	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00		0.45%	
Office Supplies	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00		0.18%	
Misc. Restaurant Supplies	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00		0.45%	
Annual Licenses/Permits (Alcohol, Music, Food etc)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00		0.38%	
Point of Sale Monthly Fee	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00		0.18%	
Security System (Monitoring Service)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00		0.09%	
Fixed Expenses	\$42,403.50	\$40,919.50	\$40,969.50	\$41,710.50	\$46,719.50	\$47,719.50	\$57,719.50	\$57,719.50	\$67,719.50	\$67,719.50	\$67,719.50	\$67,719.50	\$71,719.50	\$71,719.50	\$71,719.50	6.32%
EBITDA	-\$4,210.37	-\$3,737.45	\$10,338.09	-\$7,469.06	-\$4,422.35	\$13,577.15	-\$5,566.01	-\$7,163.71	\$18,199.88	-\$7,189.07	-\$609.48	-\$746.39	\$1.23	\$1.23	0.00%	
MARGINS %	-4.89%	-4.24%	9.36%	-8.06%	-4.66%	11.01%	-6.34%	-6.73%	12.72%	-6.40%	-0.53%	-0.49%	0.00%	0.00%		

Projected Brewery P&L for Year 1 of Operating

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total-Year 1	
Sales														
Beer Sales via Pint	\$72,700.00	\$74,044.95	\$75,414.78	\$76,809.96	\$78,230.94	\$79,678.21	\$81,152.26	\$82,653.58	\$84,182.67	\$85,740.05	\$87,326.24	\$88,946.38	\$967,200.00	38.77%
Beer Sales via Growler	\$7,350.00	\$7,570.50	\$7,797.62	\$8,031.54	\$8,272.49	\$8,520.66	\$8,776.28	\$9,039.57	\$9,310.76	\$9,590.08	\$9,877.79	\$10,022.70	\$104,160.00	4.17%
Beer Sales via Special Release Bottles	\$0.00	\$0.00	\$45,000.00	\$0.00	\$0.00	\$58,500.00	\$0.00	\$0.00	\$76,050.00	\$0.00	\$0.00	\$92,700.00	\$272,250.00	10.91%
Beer Sales via Keg (Distribution)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,450.00	\$3,795.00	\$4,174.50	\$4,591.95	\$5,051.15	\$5,337.41	\$26,400.00	1.06%
Food Sales	\$66,000.00	\$67,980.00	\$70,019.40	\$72,119.98	\$74,283.58	\$76,512.09	\$78,807.45	\$81,171.68	\$83,606.83	\$86,115.03	\$88,698.48	\$90,685.48	\$936,000.00	37.51%
Non-Alcoholic Beverage Sales	\$ 4,403.73	\$ 4,509.29	\$ 4,617.54	\$ 4,728.53	\$ 4,842.34	\$ 4,959.04	\$ 5,078.72	\$ 5,201.45	\$ 5,327.32	\$ 5,456.40	\$ 5,588.78	\$ 5,736.87	\$60,450.00	2.42%
Growler Merchandise Sales	\$3,780.00	\$3,893.40	\$4,010.20	\$4,130.51	\$4,254.42	\$4,382.06	\$4,513.52	\$4,648.92	\$4,788.39	\$4,932.04	\$5,080.00	\$5,154.53	\$53,568.00	2.15%
Misc Merchandise Sales (T-Shirts, Hats etc)	\$5,398.18	\$5,529.93	\$5,665.08	\$5,803.72	\$5,945.93	\$6,091.82	\$6,241.49	\$6,395.03	\$6,552.56	\$6,714.18	\$6,880.00	\$7,782.08	\$75,000.00	3.01%
Total Sales	\$159,631.91	\$163,528.08	\$212,524.62	\$171,624.23	\$175,829.70	\$238,643.89	\$188,019.72	\$192,905.23	\$273,993.02	\$203,139.73	\$208,502.43	\$306,685.45	\$2,495,028.00	100.00%
Cost of Goods														
Raw Materials for Beer Manufacturing (including Taxes and Utilities but not labor) (6.32% COG's year 1)	\$5,056.90	\$5,155.80	\$8,099.41	\$5,359.59	\$5,464.58	\$9,267.24	\$5,898.89	\$6,032.16	\$10,974.08	\$6,312.26	\$6,459.65	\$12,465.47	\$86,546.03	3.47%
Food (30% COG's)	\$19,800.00	\$20,394.00	\$21,005.82	\$21,635.99	\$22,285.07	\$22,953.63	\$23,642.24	\$24,351.50	\$25,082.05	\$25,834.51	\$26,609.54	\$27,205.65	\$280,800.00	11.25%
Non-Alcoholic Beverages (30% COG's)	\$1,321.12	\$1,352.79	\$1,385.26	\$1,418.56	\$1,452.70	\$1,487.71	\$1,523.62	\$1,560.44	\$1,598.19	\$1,636.92	\$1,676.64	\$1,721.06	\$18,135.00	0.73%
Growler Merch (35% COG's)	\$1,323.00	\$1,362.89	\$1,403.57	\$1,445.68	\$1,489.05	\$1,533.72	\$1,579.73	\$1,627.12	\$1,675.94	\$1,726.21	\$1,778.00	\$1,804.09	\$18,748.80	0.75%
Merchandise - Shirts, Hats, Etc. (35% COG's)	\$1,889.36	\$1,935.48	\$1,982.78	\$2,031.30	\$2,081.08	\$2,132.14	\$2,184.52	\$2,238.26	\$2,293.40	\$2,349.96	\$2,408.00	\$2,723.73	\$26,250.00	1.05%
Gross Profit	\$130,241.52	\$133,327.33	\$178,647.78	\$139,733.11	\$143,057.22	\$201,269.45	\$153,190.72	\$157,095.75	\$232,369.36	\$165,279.86	\$169,570.61	\$260,765.46	\$2,054,548.17	82.75%
Variable Operating Expenses														
Manufacturing General Labor - 3.5% of Total Beer Sales	\$2,601.75	\$2,856.54	\$4,487.43	\$2,969.45	\$3,027.62	\$5,134.46	\$3,268.25	\$3,342.09	\$6,080.13	\$3,497.27	\$3,578.93	\$6,906.43	\$47,950.35	1.92%
FOH General Labor - 13% of on Site Beer Sales (Special Release Months 10%)	\$10,406.50	\$10,610.01	\$12,821.24	\$11,029.39	\$11,245.45	\$14,669.89	\$11,690.71	\$11,920.11	\$16,954.34	\$12,392.92	\$12,636.52	\$19,198.91	\$155,575.99	6.24%
Kitchen General Labor - 20% of Food Sales	\$13,200.00	\$13,596.00	\$14,003.88	\$14,424.00	\$14,856.72	\$15,302.42	\$15,761.49	\$16,234.34	\$16,721.37	\$17,223.01	\$17,739.70	\$18,137.10	\$187,200.00	7.50%
Management Fee - 6% of Total Sales (Manager's Salaries)	\$9,577.91	\$9,811.68	\$12,751.48	\$10,297.45	\$10,549.78	\$14,318.63	\$11,281.18	\$11,574.31	\$16,439.58	\$12,188.38	\$12,510.15	\$18,401.13	\$149,701.68	6.00%
Payroll Taxes - 11.5% of ALL Labor	\$5,495.41	\$5,597.54	\$6,424.36	\$5,809.83	\$5,920.15	\$7,040.92	\$6,762.19	\$6,885.15	\$8,394.47	\$7,141.68	\$7,275.51	\$9,136.01	\$81,883.22	3.28%
Advertising, Marketing and Event Budget - 5% of Total Sales	\$7,981.60	\$8,176.40	\$10,626.23	\$8,581.21	\$8,791.49	\$11,932.19	\$9,400.99	\$9,645.26	\$13,699.65	\$10,156.99	\$10,425.12	\$15,334.27	\$124,751.40	5.00%
Additional Waste, Employee Discounts and Promotions - 2% of Total Sales	\$3,192.84	\$3,270.56	\$4,250.49	\$3,432.48	\$3,516.59	\$4,772.88	\$3,760.39	\$3,858.10	\$5,479.86	\$4,062.79	\$4,170.05	\$6,133.71	\$49,900.56	2.00%
Merchant Services - Avg of 2.5% of Total Sales	\$3,990.80	\$4,088.20	\$5,313.12	\$4,290.61	\$4,395.74	\$5,966.10	\$4,700.49	\$4,822.63	\$6,849.83	\$5,078.49	\$5,212.56	\$7,667.14	\$62,375.70	2.50%
Keg Leasing - \$4 per Keg per month	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$27,000.00	1.08%
Variable Expenses	\$50,145.60	\$55,508.94	\$75,173.22	\$52,331.13	\$53,963.54	\$86,637.49	\$50,526.06	\$51,201.99	\$83,618.24	\$61,741.43	\$62,540.31	\$103,911.69	\$866,131.00	34.72%
Fixed Operating Expenses														
Rent (including sales tax)	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$8,419.58	\$101,034.96	4.05%
Real Estate Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.80%
Additional Parking or Valet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Electric (excluding manufacturing which is built into COGS)	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$48,000.00	1.92%
Water (excluding manufacturing which is built into COGS)	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	0.72%

Gas (excluding manufacturing which is built into COGS)	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$15,600.00	0.63%
Workman Comp	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	0.72%
General Liability and Liquor Liability Insurance	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$22,500.00	0.90%
Cable, Telephone & Internet	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$10,000.00	0.40%	
Kitchen Manager Salary	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$60,000.00	2.40%
Brand Manager/Director of Sales Salary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$30,000.00	1.20%
Taproom General Manager Salary	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$60,000.00	2.40%
Bookkeeper (\$15/hr @ 30 hours week)	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$21,600.00	0.87%
Accounting (\$250/hr @ 3 hours month)	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$9,000.00	0.36%
Janitorial	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	0.96%
Cleaning Supplies	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	0.48%
Trash Collection	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$9,600.00	0.38%
Payroll - ADP	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.24%
Repairs and Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.08%
Brand Art & Design for Beers	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	0.48%
Website and Social Media Management	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$5,500.00	0.22%
Glassware/Coasters/Bar Supplies	\$0.00	\$0.00	\$0.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$11,250.00	0.45%
Computer Tech Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Toiletries, Soap, Paper Towels, Napkins etc	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	0.48%
Cops/Security/Misc. Labor (\$500 per week)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	0.96%
DJ's/Bands/Taproom Entertainment(\$500 per week)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	0.96%
Travel Expenses/Client Entertainment	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.24%
Pest Control	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$3,000.00	0.12%
Mobile Keg Tracking Software	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$600.00	0.02%
Keg Collars, Keg Caps and Stretch Wrap	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$6,000.00	0.24%
Bank Charges	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00	0.05%
Printing	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.24%
Office Supplies	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00	0.10%
Misc. Restaurant Supplies	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.24%
Annual Licenses/Permits (Alcohol, Music, Food etc)	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.20%
Point of Sale Monthly Fee	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00	0.10%
Security System (Monitoring Service)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00	0.05%
Fixed Expenses	\$42,485.58	\$42,868.86	\$43,969.48	\$41,719.50	\$46,700.50	\$47,118.50	\$41,719.56	\$47,119.58	\$47,119.58	\$47,119.58	\$47,119.58	\$47,119.58	\$47,119.58	\$562,324.31	22.54%
EBITDA	\$29,625.34	\$30,850.81	\$62,499.96	\$26,179.09	\$32,534.11	\$72,912.38	\$31,845.45	\$32,094.18	\$86,030.56	\$36,318.75	\$41,302.49	\$80,131.19	\$562,324.31	22.54%	
MARGINS%	18.56%	18.87%	29.41%	15.25%	18.50%	30.55%	16.94%	16.64%	31.40%	17.88%	19.81%	26.13%	22.54%		

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total - Year 1	
Sales														
Beer Sales via Pint	\$89,500.00	\$89,947.50	\$90,397.24	\$90,849.22	\$91,303.47	\$91,759.99	\$92,218.79	\$92,679.88	\$93,143.28	\$93,609.00	\$94,077.04	\$95,354.59	\$1,104,840.00	32.98%
Beer Sales via Growler	\$10,500.00	\$10,552.50	\$10,605.26	\$10,658.29	\$10,711.58	\$10,765.14	\$10,818.96	\$10,873.06	\$10,927.42	\$10,982.06	\$11,036.97	\$11,660.25	\$130,091.50	3.88%
Beer Sales via Special Release Bottles	\$0.00	\$0.00	\$95,000.00	\$0.00	\$0.00	\$99,750.00	\$0.00	\$0.00	\$104,737.50	\$0.00	\$0.00	\$108,887.50	\$408,375.00	12.19%
Beer Sales via Keg (Distribution)	\$15,500.00	\$17,360.00	\$19,443.20	\$21,776.38	\$24,389.55	\$27,316.30	\$30,594.25	\$34,265.56	\$38,377.43	\$42,982.72	\$48,140.65	\$52,231.46	\$372,377.50	11.12%
Food Sales	\$91,500.00	\$91,866.00	\$92,233.46	\$92,602.40	\$92,972.81	\$93,344.70	\$93,718.08	\$94,092.95	\$94,469.32	\$94,847.20	\$95,226.59	\$96,326.50	\$1,123,200.00	33.53%
Non-Alcoholic Beverage Sales	\$ 5,611.00	\$ 5,636.22	\$ 5,661.55	\$ 5,687.00	\$ 5,712.56	\$ 5,738.25	\$ 5,764.04	\$ 5,789.96	\$ 5,815.99	\$ 5,842.14	\$ 5,868.41	\$ 5,925.37	\$69,052.50	2.06%
Growler Merchandise Sales	\$4,800.00	\$4,824.00	\$4,848.12	\$4,872.36	\$4,896.72	\$4,921.21	\$4,945.81	\$4,970.54	\$4,995.39	\$5,020.37	\$5,045.47	\$5,330.40	\$59,470.40	1.78%
Misc Merchandise Sales (T-Shirts, Hats etc)	\$6,663.06	\$6,693.27	\$6,723.61	\$6,754.09	\$6,784.71	\$6,815.47	\$6,846.37	\$6,877.41	\$6,908.60	\$6,939.93	\$6,971.40	\$7,522.11	\$82,500.00	2.46%
Total Sales	\$224,074.06	\$226,879.48	\$224,912.44	\$233,199.74	\$236,771.40	\$240,411.04	\$244,906.30	\$249,549.36	\$259,374.94	\$260,223.42	\$266,366.53	\$263,238.19	\$3,349,906.90	100.00%
Cost of Goods														
Raw Materials for Beer Manufacturing (including Taxes and Utilities but not labor) (10.87% COG's Year 2)	\$12,556.86	\$12,813.44	\$23,422.70	\$13,403.11	\$13,742.38	\$24,960.59	\$14,528.13	\$14,983.27	\$26,873.39	\$16,043.84	\$16,661.45	\$29,150.82	\$219,140.00	6.54%
Food (30% COG's)	\$27,450.00	\$27,559.80	\$27,670.04	\$27,780.72	\$27,891.84	\$28,003.41	\$28,115.42	\$28,227.88	\$28,340.80	\$28,454.16	\$28,567.98	\$28,897.95	\$336,960.00	10.08%
Non-Alcoholic Beverages (30% COG's)	\$1,683.30	\$1,690.87	\$1,698.47	\$1,706.10	\$1,713.77	\$1,721.47	\$1,729.21	\$1,736.99	\$1,744.80	\$1,752.64	\$1,760.52	\$1,777.81	\$20,715.75	0.62%
Growler Merch (35% COG's)	\$1,680.00	\$1,688.40	\$1,696.84	\$1,705.33	\$1,713.85	\$1,722.42	\$1,731.03	\$1,739.69	\$1,748.39	\$1,757.13	\$1,765.92	\$1,865.64	\$20,814.64	0.62%
Merchandise - Shirts, Hats, Etc. (35% COG's)	\$2,332.07	\$2,342.64	\$2,353.26	\$2,363.93	\$2,374.65	\$2,385.41	\$2,396.23	\$2,407.09	\$2,418.01	\$2,428.97	\$2,439.99	\$2,632.74	\$28,875.00	0.86%
Gross Profit	\$178,371.83	\$180,784.34	\$268,071.13	\$186,240.58	\$189,334.90	\$281,617.73	\$195,406.27	\$200,454.43	\$298,249.56	\$209,786.67	\$215,170.67	\$318,913.43	\$2,723,401.51	81.30%
Variable Operating Expenses														
Manufacturing General Labor - 3.5% of Total Beer Sales	\$4,042.50	\$4,125.10	\$7,540.60	\$4,314.94	\$4,424.16	\$8,035.70	\$4,677.12	\$4,823.65	\$8,651.50	\$5,165.08	\$5,363.91	\$9,384.68	\$70,548.94	2.11%
FOH General Labor - 13% of on Site Beer Sales (Special Release Months 10%)	\$13,000.00	\$13,065.00	\$19,600.25	\$13,195.98	\$13,261.96	\$20,227.51	\$13,394.91	\$13,461.88	\$20,880.82	\$13,596.84	\$13,664.82	\$21,590.23	\$188,940.20	5.64%
Kitchen General Labor - 20% of Food Sales	\$18,300.00	\$18,373.20	\$18,446.69	\$18,520.48	\$18,594.56	\$18,668.94	\$18,743.62	\$18,818.59	\$18,893.86	\$18,969.44	\$19,045.32	\$19,265.30	\$224,640.00	6.71%
Management Fee - 6% of Total Sales (Manager's Salaries)	\$13,444.44	\$13,612.77	\$19,494.75	\$13,991.98	\$14,206.28	\$20,424.66	\$14,694.38	\$14,972.96	\$21,562.50	\$15,613.40	\$15,981.99	\$22,994.29	\$200,994.41	6.00%
Payroll Taxes - 11.5% of ALL Labor	\$7,542.50	\$7,587.25	\$9,416.46	\$7,684.69	\$7,738.00	\$9,678.03	\$7,855.65	\$7,920.86	\$9,980.70	\$8,066.65	\$8,148.45	\$10,353.97	\$101,973.21	3.04%
Advertising, Marketing and Event Budget - 5% of Total Sales	\$11,203.70	\$11,343.97	\$16,245.62	\$11,659.99	\$11,838.57	\$17,020.55	\$12,245.32	\$12,477.47	\$17,968.75	\$13,011.17	\$13,318.33	\$19,161.91	\$167,495.35	5.00%
Additional Waste, Employee Discounts and Promotions- 2% of Total Sales	\$4,481.48	\$4,537.59	\$6,498.25	\$4,663.99	\$4,735.43	\$6,808.22	\$4,898.13	\$4,990.99	\$7,187.50	\$5,204.47	\$5,327.33	\$7,664.76	\$66,998.14	2.00%
Merchant Services - Avg of 2.5% of Total Sales	\$5,601.85	\$5,671.99	\$8,122.81	\$5,829.99	\$5,919.29	\$8,510.28	\$6,122.66	\$6,238.73	\$8,984.37	\$6,505.59	\$6,658.16	\$9,580.95	\$83,747.67	2.50%
Keg Leasing - \$4 per Keg per month	\$3,410.00	\$3,819.20	\$4,277.50	\$4,790.80	\$5,365.70	\$6,009.59	\$6,730.74	\$7,538.42	\$8,443.03	\$9,456.20	\$10,590.94	\$11,490.92	\$81,923.05	2.45%
Variable Expenses	\$81,025.74	\$82,135.01	\$109,642.94	\$84,652.05	\$85,003.25	\$117,381.48	\$89,122.81	\$91,243.33	\$127,553.01	\$88,734.62	\$89,100.25	\$113,446.51	\$1,107,250.77	32.74%
Fixed Operating Expenses														
Rent (including sales tax)	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$9,935.52	\$119,226.21	3.56%
Real Estate Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.60%
Additional Parking or Valet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Electric (excluding manufacturing which is built into COGS)	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$48,000.00	1.43%
Water (excluding manufacturing which is built into COGS)	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	0.54%

Gas (excluding manufacturing which is built into COGS)	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$15,600.00	0.47%
Workman Comp	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00	0.54%
General Liability and Liquor Liability Insurance	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$30,000.00	0.90%
Cable, Telephone & Internet	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$10,000.00	0.30%
Kitchen Manager Salary	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$60,000.00	1.79%
Brand Manager/Director of Sales Salary	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$60,000.00	1.79%
Taproom General Manager Salary	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$60,000.00	1.79%
Bookkeeper (\$15/hr @ 30 hours week)	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$21,600.00	0.64%
Accounting (\$250/hr @4 hours month)	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	0.36%
Janitorial	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	0.72%
Cleaning Supplies	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	0.36%
Trash Collection	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	0.36%
Payroll - ADP	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.18%
Repairs and Maintenance	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.18%
Brand Art & Design for Beers	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	0.36%
Website and Social Media Management	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$5,500.00	0.16%
Glassware/Coasters/Bar Supplies	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$15,000.00	0.45%
Computer Tech Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Toiletries, Soap, Paper Towels, Napkins etc	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	0.36%
Cops/Security/Misc. Labor (\$500 per week)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	0.72%
DJ's/Bands/Taproom Entertainment (\$500 perweek)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	0.72%
Travel Expenses/Client Entertainment	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.18%
Pest Control	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$3,000.00	0.09%
Mobile Keg Tracking Software	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$600.00	0.02%
Keg Collars, Keg Caps and Stretch Wrap	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$6,000.00	0.18%
Bank Charges	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00	0.04%
Printing	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.18%
Office Supplies	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00	0.07%
Misc. Restaurant Supplies	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00	0.18%
Annual Licenses/Permits (Alcohol, Music, Food etc)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.15%
Point of Sale Monthly Fee	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00	0.07%
Security System (Monitoring Service)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00	0.04%
Fixed Expense	\$53,895.62	\$54,185.52	\$55,182.32	\$56,185.52	\$57,185.32	\$58,185.32	\$59,185.52	\$60,185.52	\$61,185.52	\$62,185.52	\$63,185.52	\$64,185.52	\$64,725.21	20.44%
EBITDA	\$43,659.83	\$44,462.75	\$103,242.67	\$45,402.19	\$49,065.44	\$111,048.73	\$52,858.25	\$53,025.35	\$120,511.01	\$55,012.31	\$62,884.90	\$110,240.88	\$851,414.33	25.42%
MARGINS %	19.48%	19.60%	31.78%	19.47%	20.72%	32.62%	21.58%	21.25%	33.53%	21.14%	23.61%	28.77%	25.42%	

AMERICAN ICON BREWERY LLC

Year	Total Annual Gross Sales	EBITDA	Margin %
Year 1*	\$2,495,028	\$562,324.31	22.54%
Year 2	\$3,349,907	\$851,414.33	25.42%
Year 3	\$4,248,640	\$1,130,758.33	26.61%
Year 4	\$5,139,569	\$1,416,513.13	27.56%
Year 5	\$5,899,563	\$1,670,267.29	28.31%
Year 6	\$6,370,631	\$1,797,440.15	28.21%
Year 7	\$6,667,122	\$1,885,046.34	28.27%
Year 8	\$6,971,456	\$1,974,718.95	28.33%
Year 9	\$7,286,682	\$2,068,221.93	28.38%
Year 10	\$7,476,224	\$2,076,360.47	27.77%

10 YEAR PROJECTIONS

Year	Production in Barrels	Percentage Sold via 16 oz Pints	# of 16oz Pints Sold (248 Pints per Barrel)	16 oz Pint Sale Price	Total Sales via 16 oz Pints	Percentage Sold via 64oz Growler Fills	# of 64 Oz Growler Fills (62 Growlers per Barrel)	64oz Growler Cost per Fill	Total Sales via 64oz Growler Fills	Percentage Sold Special Bottle Releases	# of 24 Oz Bottle Releases (165 Bottles per Barrel)	24 oz Bottle Sale Price	Total Sales via Special Bottle Releases	Percentage Sold via 15.5 g Kegs	# of 15.5 g Kegs Sold (2 Kegs per Barrel)	15.5 Keg Sale Price to Distributor	Total Sales via 15.5 Kegs	Total All Beer Sales	Food Sales	Non-Alcoholic Beverage Sales	Growler Merch. Sales (\$9 each)	Merchandise Sales (Shirts, Hats etc (Avg \$15 each))	Total Combined Sales	
Year 1*	1,000	65.00%	161,200	\$6.00	\$967,200.00	12.00%	7,440	\$14.00	\$104,160.00	11.00%	18,150	\$15.00	\$272,250.00	12.00%	240	\$110	\$26,400.00	\$1,370,010.00	\$936,000.00	\$60,450.00	\$53,568.00	\$75,000.00	\$2,495,028.00	
Year 2	2,750	27.00%	184,140	\$6.00	\$1,104,840.00	6.45%	9,292	\$14.00	\$130,091.50	6.00%	27,225	\$15.00	\$408,375.00	61.65%	3385	\$110	\$372,377.50	\$2,015,684.00	\$1,123,200.00	\$69,052.50	\$59,470.40	\$82,500.00	\$3,349,906.90	
Year 3	5,500	14.00%	190,990	\$6.00	\$1,145,780.00	3.00%	10,230	\$14.00	\$143,220.00	4.00%	36,300	\$15.00	\$544,500.00	79.00%	8990	\$110	\$955,900.00	\$2,789,380.00	\$1,235,620.00	\$71,610.00	\$81,380.00	\$90,750.00	\$4,248,640.00	
Year 4	8,250	10.00%	204,600	\$6.00	\$1,227,600.00	2.25%	11,509	\$14.00	\$161,122.50	3.00%	40,838	\$16.00	\$612,562.50	84.75%	13994	\$110	\$1,538,212.50	\$3,539,497.50	\$1,359,072.00	\$76,725.00	\$64,449.00	\$99,825.00	\$5,139,568.50	
Year 5	10,313	8.50%	217,388	\$6.00	\$1,304,328.00	2.05%	13,107	\$14.00	\$183,500.63	2.70%	45,942	\$15.00	\$689,132.91	86.75%	17892	\$110	\$1,968,140.63	\$4,145,099.06	\$1,404,978.20	\$81,620.31	\$68,167.38	\$109,807.50	\$5,899,563.45	
Year 6	11,859	7.50%	220,584	\$6.00	\$1,323,508.25	1.95%	14,338	\$14.00	\$200,731.78	2.40%	48,963	\$15.00	\$704,448.88	88.15%	20506	\$110	\$2,290,888.59	\$4,528,573.50	\$1,569,728.16	\$82,719.14	\$68,822.33	\$120,788.25	\$6,370,631.38	
Year 7	12,452	7.50%	231,614	\$6.00	\$1,389,681.58	1.95%	15,055	\$14.00	\$210,768.37	2.30%	47,267	\$15.00	\$708,849.67	88.25%	21978	\$110	\$2,417,622.54	\$4,726,922.14	\$1,648,214.57	\$86,655.10	\$72,263.44	\$132,967.08	\$6,667,122.32	
Year 8	13,075	7.50%	243,194	\$6.00	\$1,459,165.64	1.90%	15,402	\$14.00	\$215,632.28	2.20%	47,462	\$15.00	\$711,931.62	88.40%	23117	\$110	\$2,542,818.40	\$4,920,547.02	\$1,730,625.30	\$91,197.85	\$73,931.06	\$146,153.78	\$6,971,455.91	
Year 9	13,729	7.40%	251,949	\$6.00	\$1,511,695.80	1.85%	15,747	\$14.00	\$220,455.81	2.15%	48,703	\$15.00	\$730,538.93	88.60%	24327	\$110	\$2,675,999.96	\$5,138,690.09	\$1,817,156.56	\$94,480.99	\$75,594.78	\$180,769.16	\$7,286,681.57	
Year 10	14,415	7.30%	280,972	\$6.00	\$1,565,830.65	1.80%	16,087	\$14.00	\$225,222.22	2.10%	49,948	\$15.00	\$749,227.13	89.80%	25601	\$110	\$2,816,142.62	\$5,216,279.95	\$1,909,014.39	\$97,864.42	\$77,219.05	\$176,848.68	\$7,476,223.88	
Total Combined Sales		Beer COGS	Food COGS (30%)	Non-Alcoholic Beverages COGS (30%)	Growler Merch COGS (30%)	Merchandise COGS - Shirts, Hats etc (30%)			Gross Profit		Fixed Operating Expenses	Variable Operating Expenses (16%)		EBITDA	Margin %									
\$2,495,028.00		\$95,545.00	\$259,800.00	\$16,125.00	\$	\$ 748.80	\$	\$ 748.80	\$2,064,548.17		\$19,854.98	\$86,235.90		\$562,324.31	22.54%									
\$3,349,906.90		\$219,149.99	\$336,492.00	\$20,715.75	\$	\$ 614.04	\$	\$ 614.04	\$2,723,401.51		\$49,726.91	\$1,107,269.01		\$851,414.33	25.42%									
\$4,248,640.00		\$433,266.24	\$370,556.00	\$31,483.85	\$	\$ 793.00	\$	\$ 793.00	\$3,369,594.94		\$70,718.21	\$1,529,510.40		\$1,130,758.33	26.61%									
\$5,139,568.50		\$649,849.46	\$497,721.80	\$33,917.90	\$	\$ 229.15	\$	\$ 229.15	\$4,001,484.01		\$74,726.21	\$1,999,946.60		\$1,416,513.13	27.56%									
\$5,899,563.45		\$810,499.34	\$448,493.14	\$26,290.08	\$	\$ 393.68	\$	\$ 393.68	\$4,553,836.35		\$79,729.21	\$2,325,642.84		\$1,670,267.29	28.31%									
\$6,370,631.38		\$922,339.39	\$470,918.45	\$24,616.74	\$	\$ 487.61	\$	\$ 487.61	\$4,875,593.66		\$74,726.71	\$2,295,827.30		\$1,797,440.15	28.21%									
\$6,667,122.32		\$979,869.18	\$484,464.37	\$26,056.33	\$	\$ 268.20	\$	\$ 268.20	\$5,094,936.59		\$80,726.71	\$2,400,104.04		\$1,885,046.34	28.27%									
\$6,971,455.91		\$1,028,709.85	\$499,187.35	\$27,559.36	\$	\$ 373.87	\$	\$ 373.87	\$5,319,169.29		\$84,726.31	\$2,500,724.15		\$1,974,718.95	28.33%									
\$7,286,681.57		\$1,083,312.92	\$505,146.97	\$28,344.29	\$	\$ 454.67	\$	\$ 454.67	\$5,551,153.51		\$89,726.71	\$2,613,056.37		\$2,068,221.93	28.38%									
\$7,476,223.88		\$1,133,951.17	\$512,404.32	\$29,336.32	\$	\$ 528.67	\$	\$ 528.67	\$5,652,527.28		\$94,726.21	\$2,701,610.70		\$2,076,380.47	27.77%									

* Year One as displayed here begins on Opening Day which will be 12 months +/- from lease execution

