FOR BOARD APPOINTMENTS



12/9/24 Date Completed			
1. Name: Mrs.	Miller	Anne	Katherine / Jones
MR./MRS./MS.	LAST	FIRST	MIDDLE/MAIDEN
2. Residence Address:	820 Heard Bridge R	oad Wauchula CITY	Hardee
	SIREEI	CITY	COUNTY
POST OFFICE BOX	FL STATE	33873 ZIP CODE	863-445-0689 AREA CODE/PHONE NUMBER
1001011102000	0E	2 0052	, and toosely notice nombers
3. Board of Interest: Wauchula	City Commission		
3. Doard of fifterest. Waderland	Oity Commission		
4. Current Employer and Occ	cupation: TCl Sales, Inc. — Electri	cal Engineer / Sales Executive	
com one comprey or und co			
5 Ara way a United States aitiza	n? Vog ☑ No □ If "No" ovnloin:		
5. Are you a United States citize	n? Yes ⊠ No □ II No explain:		
TC 4 1' 1 '4'	1		
If you are a naturalized citizen, o	late of naturalization:		
6. How long have you continuou	asly resided at the address listed a	above in question 2? 7.5 years	
7. Education			
·	dee Senior High School, Wauchula, F		ear Graduated: 1996
	Institute of Technology, Atlanta, GA — y of Georgia, Athens, GA — MBA	BS in Electrical Engineering Ye	2001 ear Graduated: 2005
<u> </u>	(NAME AND LOCATION)	
8. Concerning your current empl			st your employer's name,
business address, type of busines	TYPE OF BUSINESS	occupation/Job title	PERIOD OF EMPLOYMENT
TCI Sales, Inc.			
P.O. Box 1000, Moody, AL 35004	Electric Utility Equipment Sales	Electrical Engineer / Sales Executive	6 years
9. A. State your experiences and	interests or elements of your per	rsonal history that qualify you fo	or this appointment.
I have 23 years of business experience	ce in the electric utility industry in vario	ous roles from engineering to planning	ı, management, and
· 		· · · · · · · · · · · · · · · · · · ·	
sales. Over the years, I've developed	d a combination of technical, manager	al, and interpersonal skills that would	be valuable in making
informed decisions and fostering grov	wth in our community. Participation in	the Leadership Hardee program gave	me an appreciation

	and need for individuals to decopt sivile response				
Street Wauchula Board Member, I've been committed to preserving and promoting the history and economic vitality of our downtown area. B. Have you received any degree(s), professional certification(s), or designations(s) related to the subject matter of this appointment? Yes © No □ If "Yes", list: Leadership Hardee, Class of 2018 Registered Professional Engineer Completion of Management Development Program at previous employer C. Have you received any awards or recognitions relating to the subject matter of this appointment? Yes © No □ If "Yes", list: Previous employment recognition includes Member Satisfaction Awards and World-Class Performance Awards D. Identify all association memberships and association offices held by you that relate to this appointment: Main Street Wauchula Board of Directors, 2018-present, past President, Vice-Chair, Secretary, Treasurer					
		or designations(s) rela	ated to the subject matter of this		
Leadership Hardee, Class of	f 2018				
Registered Professional Eng	jineer				
Completion of Management	Development Program at previous employer				
	any awards or recognitions relating to the s	ubject matter of this aj	ppointment? Yes ⊾ No ⊔		
Previous employment recogn	nition includes Member Satisfaction Awards and W	orld-Class Performance A	wards		
D. Identify all associat	tion memberships and association offices h	eld by you that relate t	o this appointment:		
•	•		o this appointment:		
Main Street Wauchula Board	d of Directors, 2018-present, past President, Vice F	President	o this appointment:		
Main Street Wauchula Board	d of Directors, 2018-present, past President, Vice F	President	o this appointment:		
Main Street Wauchula Board	d of Directors, 2018-present, past President, Vice F	President	o this appointment:		
Main Street Wauchula Board	d of Directors, 2018-present, past President, Vice F	President	o this appointment:		
Main Street Wauchula Board	d of Directors, 2018-present, past President, Vice F	President	o this appointment:		
Main Street Wauchula Board	d of Directors, 2018-present, past President, Vice F	President	o this appointment:		
Main Street Wauchula Board	d of Directors, 2018-present, past President, Vice F	President	o this appointment:		
Main Street Wauchula Board Past IEEE Power Engineer S	d of Directors, 2018-present, past President, Vice F	President ry, Treasurer			
Main Street Wauchula Board Past IEEE Power Engineer S 10. List three persons what telephone number. Exclu	d of Directors, 2018-present, past President, Vice Fociety Atlanta Chapter Chair, Vice-Chair, Secretar to have known you well within the past five ide your relatives.	President y, Treasurer e (5) years. Include a c	current, complete address and		
Main Street Wauchula Board Past IEEE Power Engineer S 10. List three persons whatelephone number. Exclusively	d of Directors, 2018-present, past President, Vice Fociety Atlanta Chapter Chair, Vice-Chair, Secretar to have known you well within the past five de your relatives. MAILING ADDRESS	President President	urrent, complete address and		
Main Street Wauchula Board Past IEEE Power Engineer S 10. List three persons whelelephone number. Exclusive Exclusi	d of Directors, 2018-present, past President, Vice Footiety Atlanta Chapter Chair, Vice-Chair, Secretar to have known you well within the past five tide your relatives. MAILING ADDRESS 1389 Lisa Drive, Wauchula, FL	President y, Treasurer e (5) years. Include a c	current, complete address and		
Main Street Wauchula Board Past IEEE Power Engineer S 10. List three persons whatelephone number. Exclu	d of Directors, 2018-present, past President, Vice Fociety Atlanta Chapter Chair, Vice-Chair, Secretar to have known you well within the past five de your relatives. MAILING ADDRESS	President President	urrent, complete address and		

11. Do you know of any reason why you will not be able to attend fully to the duties of the office or position to which you have

been or will be appointed? Yes □ No □ If "Yes", explain:
12. If required by law or administrative rule, will you file financial disclosure statements? Yes \square No \square
Work K Miller Signature of Applicant

FOR BOARD APPOINTMENTS



11-26-24	_		
Date Completed	211	\mathcal{C}	\cap
1. Name: Mr. MR. MRS. MS.	th, 11, ps	<u>OATTY</u>	MIDDLE/MAIDEN
2. Residence Address: 324	Shelton Ave	Wauchula	Hardee COUNTY
	Florada	33 <u>813</u>	863-448-2561
POST OFFICE BOX	STATE	ZIP CODE	AREA CODE/PHONE NUMBER
3. Board of Interest:	Commission		<u></u>
4. Current Employer and Occup	ation Robarts Family	Funeral Home/	Funeral Director Embalaer
5. Are you a United States citizen?	Yes No Tif "No" explain:		
	\$1/A		
If you are a naturalized citizen, date		<u>.</u>	
6. How long have you continuously	resided at the address listed above	ve in question 2?	-2006
7. Education A. High School	pubills High School erwands Community	Ye	ear Graduated: 1975
B. College: TA Sco 14	CONAND COMPUSITY	College AH Yo	ear Graduated: 1982
8. Concerning your current employed business address, type of business,	er and for all of your employment occupation or job title, and period	t during the last five years, li l(s) of employment.	st your employer's name,
Bubarts Tuneral Home			Mer 2021 - PRESENT
Please See Attro			\
<u> </u>	·		
9. A. State your experiences and int	erests or elements of your person	al history that qualify you fo	or this appointment.
Growing up my Fat	her was City Mana	sor of Zophyahill	s A. for
21 yrs. At AN	early age I trie, My fathe	developed inter	rest in
government/pot	trice, My tothe	r As City Mon	negr gave

,

^{11.} Do you know of any reason why you will not be able to attend fully to the duties of the office or position to which you have

been or will be appointed? Yes	No XIf "Yes", explain:			
<u>-</u>	<u> </u>			
				-
12. If required by law or adminis	strative rule, will you file fi	nancial disclosure state	ements? Yes XNo	
Va3.				
Signature of Applicant				

GARRY ALLEN PHILLIPS

324 Shelton Ave. Wauchula, FL 33873 (863) 448-2561 (Cell)

EDUCATION:

CNA Training and Testing Center CNA 359480 2018

Gupton-Jones College of Mortuary

Science, Associate Science - 1985

Pasco Hernando Community

College, Associate of Arts - 1983

Pasco Hernando Police Academy - 1978

Polk Community College, Accelerated EMT II (Paramedic) Program – 1977

PROFESSIONAL

February 2021 - present.

Robarts Family Funeral Home. Licensed Funeral Director / Embalmer

November 2020 - February 2021

Unemployed

<u>September. 2020 – November 2020</u>

United States Census Bureau.

May, 2020 - September 2020

Semi-retired.

February 2019 - May 28, 2020

Florida Civil Commitment Center Therapeutic Security Technician.

October 2017-February 2019

Execution Specialist, (part-time) Crossmark Inc.

Retail Merchandiser, (part-time) Driveline Inc.

May 2017 – September 2017

Store Manager, Dollar Tree, Wauchula, Florida.

June 2016 – May 2017

TLC, (Team Lead Coach) Manager of retail sales, responsible for all store operations, staff, schedule, training, cash management, daily reports, and far too much other to include.

February 2016 – June 2016

ADC Keyholder (Trainor) GOODWILL INDUSTRIES – MANASOTA, INC.

<u>June 2015 – January 2016</u>

GOODWILL INDUSTRIES – MANASOTA, INC.

Job Title: Team Leader Coach (TLC)

FUNCTION:

Under the supervision of the Director of Retails Sales (Operations Leadership) the GGC TLC is responsible for all aspects of operating a GGC.

February 2014 – June 2015

Keyholder, Goodwill of Manasota. Returned to previous position and job duties after FMLA finished.

November 2013 – January 2014

Unemployed due to FMLA to take care of my mother who was under the care of Hospice.

2013 - November 2013

Keyholder, Goodwill of Manasota.

Job duties consisted of greeting and serving retail customers, cashier, stocking of shelves, accountable for the handling and daily cash out of money draw, opening and closing of store, access to store safe for change and daily audit.

April 2011 - May 2013

Unemployed due to merger at Farm Credit of Florida. IT department was disbanded.

January 2011- March 2011

Information Systems Contractor, AgFirst Farm Credit Bank.

Services include all below to new ACA, Farm Credit of Florida, due to

Merger of 3, ACA Banks on December 31, 2010. Additional services require Network and Technical Services support to all 3 Banks.

January 2006 - December 2010

Independent Contractor
Primary Information Systems Contractor for
Farm Credit of Southwest Florida.

PROFESSIONAL AND TECHNICAL SKILLS:

Ability to prioritize, organize, initiate and complete designated responsibilities. I have excellent memory recall, listening skills, demonstrated written and verbal skills and well- developed public relations and communications skills. I have a goal-seeking attitude along with the abilities to achieve the goals I seek. I have vast computer experience and enjoy learning and keeping

abreast of the latest technology. Licensed Florida Funeral Director, #F046805.

Current Certifications:

Certified firearms and personal protection instructor with over 100 students successfully completing the required training, CNA, CPR, AED, First Aid.

Municipal Offices Held:

Currently City of Wauchula, Chairman of Planning and Zoning Board.
Former Member City of Wauchula Code Enforcement Board. Board dissolved and replaced with Magistrate.

REFERENCES:

Brett Dowden 529 West Main St., Wauchula Fl. 33873

Doug Sutton PO Box 3437, Haines City Fl. 33845

George Allen 1014 Briarwood Dr., Wauchula, Fl 33873

ORDINANCE 2024-17

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE UPDATE OF THE ADOPTED CAPITAL IMPROVEMENTS ELEMENT AND 5-YEAR CAPITAL IMPROVEMENTS PLAN OF THE CITY OF WAUCHULA 2030 COMPREHENSIVE PLAN, SAID AMENDMENT BEING KNOWN AS "AMENDMENT 24-01CIE"; PROVIDING FOR TRANSMISSION OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR NOTIFICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes, establishes the Community Planning Act ("Act"), which empowers and mandates the City of Wauchula, Florida, (the "City") to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

WHEREAS, Section 163.3177(3)(a)5.(b), Florida Statutes, require local governments, except where specifically exempted, to review on an annual basis and modify as necessary the Capital Improvements Element and 5-Year Capital Improvements Plan; and

WHEREAS, the Commission has determined that it is in the best interest of the public health, safety and general welfare of the residents of the City to amend the Capital Improvements Element and 5-Year Capital Improvements Plan consistent with the requirements of Section 166.041, Florida Statutes; and

WHEREAS, in exercise of its authority the Commission has determined it necessary to adopt this amendment to the Plan, which is attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, the Commission held meetings and hearings on Amendment 24-01ESR, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF WAUCHULA, FLORIDA THAT:

- **Section 1.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.
- **Section 2.** The City of Wauchula hereby amends the following Element of its Comprehensive Plan: Capital Improvements Element (the "CIE") including the annual update of the 5-Year Capital Improvements Plan (the "CIP"). Said amendment is set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.
- **Section 3.** A certified copy of this enacting ordinance and certified copy of the City of Wauchula Comprehensive Plan shall be located in the Office of the City Clerk of Wauchula. The City Clerk shall also make copies available to the public for a reasonable publication charge.
- **Section 4.** If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this ordinance are hereby declared severable.

ORDINANCE 2024-17 Page 2 of 15

Stephanie Camacho, City Clerk

- **Section 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
 - **Section 6.** This Ordinance shall take effect immediately upon its adoption.

Section 7. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

The motion was seconded by Commissioner _ was as follows:	l by Commissioner, and upon being put to a vote, the vote
Commissioner	insert yes or no
	insert yes or no
(SEAL)	
ATTEST:	CITY OF WAUCHULA, FLORIDA
Stephanie Camacho, City Clerk	By: Richard Keith Nadaskay, Jr., Mayor
APPROVED AS TO FORM:	
Kristie Hatcher-Bolin, City Attorney	
Advocate as required by Florida Statutes; that t day of, 2025; that the	the public hearings on this ordinance were published in the Herald he foregoing ordinance was duly passed and adopted on the first reading of said ordinance was held on the day of, 2025; and that the
second and final reading of said ordinance was	held on the day of, 2025.

CITY OF WAUCHULA EXHIBIT "A"

AMENDED

CAPITAL IMPROVEMENTS ELEMENT

UPDATED 5-YEAR CAPITAL IMPROVEMENT PLAN

CAPITAL IMPROVEMENT ELEMENT

City of Wauchula 2030 Comprehensive Plan

Update Adopted February 10, 2025

1.0 GOALS, OBJECTIVES, AND POLICIES

GOAL
THE GOAL OF THIS ELEMENT IS THE PROVISION OF PUBLIC FACILITIES
AND SERVICES IN A TIMELY, EFFICIENT, AND FISCALLY SOUND MANNER
IN ORDER TO MEET CURRENT AND FUTURE NEEDS OF THE COMMUNITY.

OBJECTIVE 1.1: THE CAPITAL IMPROVEMENT ELEMENT WILL SERVE AS A MEANS TO CORRECT EXISTING DEFICIENCIES IN PUBLIC FACILITIES OR SERVICES, TO PROVIDE THOSE FACILITIES AND SERVICES IN ORDER TO MEET THE NEEDS OF FUTURE GROWTH, AND TO REPLACE OBSOLETE OR WORN OUT FACILITIES. A 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS WILL BE MAINTAINED. THE SCHEDULE WILL MEET CONCURRENCY REQUIREMENTS OF CHAPTER 163, FLORIDA STATUTES THAT REQUIRE PUBLIC FACILITIES AND SERVICES BE AVAILABLE, AT LEVELS OF SERVICE CONSISTENT WITH THOSE ADOPTED IN THE COMPREHENSIVE PLAN, WHEN THE IMPACTS OF DEVELOPMENT OCCUR.

- **Policy 1.1.1:** The City will annually adopt a budget that provides a 5-Year schedule of capital projects, including project cost and revenue sources to support the project.
- Policy 1.1.2: The City shall determine the status and capabilities of existing and proposed facilities to accommodate current, new, and redevelopment demands. Required improvements will be added to the 5-Year Capital Improvements Plan.
- **Policy 1.1.3:** Prioritization of capital improvements projects will be based on several criteria, including: financial feasibility; the elimination of public hazards; and the elimination of capacity deficits.
- **Policy 1.1.4:** Prioritization of funding improvements shall include meeting adopted levels of service, increasing efficiency, and expanding services.
- Prioritization of funding improvements shall involve coordination with adjacent incorporated communities if appropriate, in addition to those of the County, Regional Planning Council, State, the Florida Department of Transportation, the Southwest Florida Water Management District, and any other state agencies that provide public facilities in the City.
- Policy 1.1.6: The City hereby adopts, by reference, the Southwest Florida Water Management District Regional Water Supply Plan and District Water Management Plan, and the Florida Department of Transportation Five-Year Work Program 20234-20289 into the City's Five-Year Schedule of Capital Improvements.
- Policy 1.1.7: The City of Wauchula hereby adopts, by reference, the Hardee County School District 5-Year Facilities Work Program, for the years 20234/20245 through 20278/20289, as part of its Schedule of Capital Improvements.

Policy 1.1.8:

The City shall include financially feasible projects in the annual update of its five-year capital improvements schedule as identified for implementing the first (5) years of the Ten-Year Water Supply Plan, and all subsequent updates thereto.

Policy 1.1.9:

The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the SWFWMD Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the City of Wauchula Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plans and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

- OBJECTIVE 1.2: THE CITY WILL MANAGE ITS LONG-TERM DEBT IN A FISCALLY SOUND MANNER.
- **Policy 1.2.1:** The City shall limit the maximum ratio of outstanding indebtedness to no greater than 25 percent of the property tax base.
- **Policy 1.2.2:** The City shall assess new developments a proportionate share of costs to provide improvements to public facilities in order to meet the needs of the development.
- **Policy 1.2.3:** The City shall replace capital facilities that have been destroyed. This shall be accomplished in a manner that is in compliance with the Comprehensive Plan.
- OBJECTIVE 1.3: CONSTRUCTION, IMPROVEMENT, OR REPLACEMENT OF PUBLIC FACILITIES SHALL BE PROVIDED AT A LEVEL THAT MAINTAINS LEVEL OF SERVICE STANDARDS AS ADOPTED IN THE COMPREHENSIVE PLAN. FACILITIES NECESSARY TO MAINTAIN THE LEVEL OF SERVICE STANDARDS WILL BE INCLUDED IN ANNUAL UPDATES OF THE 5-YEAR CAPITAL IMPROVEMENTS PLAN.
- **Policy 1.3.1:** The City shall evaluate impacts resulting from new developments to ensure that adequate facilities are either in place or planned so that levels of service standards are maintained.
- Policy 1.3.2: Land use decisions that impact the provision of public services or facilities shall be based upon the City's capability to maintain adequate service levels as described in the elements of the Comprehensive Plan.
- Policy 1.3.3: The City shall provide public facilities and services to serve developments for which development orders were issued prior to adoption of the City's Comprehensive Plan. The ability of facilities to serve new development at levels of service at or above adopted levels shall be established prior to issuance of a development order or permit.

Policy 1.3.4:

The City shall ensure that developments that benefit from the extension or provision of services or facilities shall pay a proportionate share of the provision of such service or facility, or make contributions to the City to offset the cost of that service or facility.

Policy 1.3.5:

The assessment of needed capital improvements shall be based on the level of service standards adopted in the Comprehensive Plan. These level of service standards include:

of Service
LOS Standard set by the Florida DOT for
Facilities)*
gallons of treatment per person per day*
nwater facilities for new development shall
esigned to accommodate the 25-year 24-
storm event*
nwater facilities for existing development
be designed to accommodate a 3-year, 24-
storm event*
osal of 4.28 pounds per person per day*
lential: 138 gallons per person per day.**
mum of 5.5 acres per 1,000 population
FISH Permanent Capacity; 25% FISH
anent Capacity Portables

^{*}Level of service standards as adopted in the City's Comprehensive Plan

Policy 1.3.6: The City shall not allow exceptions for developments of de minimis impact.

OBJECTIVE 1.4: FUNDING MECHANISMS NECESSARY TO MEET THE FACILITIES REQUIREMENTS OF THE COMPREHENSIVE PLAN SHALL BE ADOPTED AND MAINTAINED.

Policy 1.4.1: In order to adequately maintain adopted level of service standards, the City shall maintain an effective and appropriate schedule of user charges and shall employ other appropriate means to properly collect necessary funds including, but not limited to, developer contributions as detailed in developer agreements, proportionate share dollars, and impact fees if applicable.

OBJECTIVE 1.5: LAND USE DECISIONS AND AVAILABLE RESOURCES WILL BE COORDINATED WITHIN THE 5-YEAR CAPITAL IMPROVEMENTS PLAN. THE PLAN WILL BE ADOPTED ANNUALLY.

Policy 1.5.1: The City shall review changes to the land use plan for consistency with the 5-Year Capital Improvements Plan.

^{**}Level of service standards as adopted in the City's Water Supply Plan

2.0 EXISTING CONDITIONS

This section summarizes the characteristics of existing public facilities and services as presented in the various elements, which comprise this Comprehensive Plan.

2.1 Characteristics of Major Public Facilities

2.1.1: Public Education Facilities

The City is served by six County public schools, one within the City limits. They are as follows:

- 1) North Wauchula Elementary School 1120 North Florida Avenue
- 2) Wauchula Elementary School 400 South Florida Avenue
- 3) Hardee Junior High School 2401 US Highway 17 North
- 4) Hardee Senior High School 830 Altman Road
- 5) Pioneer Career Academy 2630 Academy Drive
- 6) Hilltop Elementary 2401 U.S. Highway 17 North

Pioneer Career Academy is located in the City of Zolfo Springs, but is a Hardee County Public School and serves the students of Wauchula. The Academy is an alternative school serving Junior High and High School students.

In order to provide the best educational opportunities for the City's children, the City will coordinate future development with the School Board to ensure that new and existing schools are suited to the population and enrollment. Sites selected must assure proper location on suitable land with acceptable proximity and access to residential areas, parks, and other land uses as applicable.

2.1.2 Public Health Facilities

There are two major health care facilities within the City limits. They are Hardee County Health Department located at 115 K D Revell Road and Florida Hospital Heartland Division located at 533 W. Carlton Street.

2.1.3 Traffic Circulation

The City is located on a major North-South route in Hardee County. U.S. 17 is a principal arterial which is the primary route between Hardee, Polk, and Desoto Counties. S.R. 636 is a minor arterial

within the City. The City street system is a grid of streets classified as local roads that run in and around downtown and through the neighborhoods in the City.

The Wauchula Municipal Airport is located three miles southwest of the City, and is operated by the Wauchula Municipal Airport Authority as an agency of the City. The airport provides facilities for flight training, aircraft repair, aircraft storage, and fueling.

2.1.4 Sanitary Sewer (Wastewater) Facilities

The City's sanitary sewer system consists of collection, treatment, and disposal facilities. The treatment plant has a capacity of 1.2 million gallons per day. Treatment and disposal are accomplished utilizing secondary wastewater treatment and industrial reuse. No portions of the City are served by septic systems.

2.1.5 Potable Water Facilities

The City's potable water supply system consists of water supply wells and elevated and ground storage facilities.

The City's sources of water are four deep wells located at the water plant and a fifth deep well located at the southwest corner of the intersection of Oak Street and 3rd Avenue. Current demands for potable water are estimated to be 740,000 gallons per day. The City's permitted capacity is 2.16 million gallons per day.

The City's water facilities are designed to provide treatment consisting of aeration and chlorination. Storage facilities consist of two ground level tanks (250,000 gallons each) and two elevated storage tanks (100,000 gallons and 250,000 gallons).

2.1.6 Stormwater Drainage Facilities

Stormwater in the City naturally drains into the Peace River. The drainage system consists of curbs, gutters, and underground storm drains.

2.1.7 Solid Waste Collection Facilities

The City provides solid waste collection services for City residents.

2.1.8 Recreation/Parks and Open Space Facilities

Publicly provided recreation facilities consist primarily of the park and recreation areas owned and maintained by the City. These areas are provided in the table below:

Facility	Size
Seminole Park	1.19 acres
Little League Ball Park	15.00 acres
Crews Park	1.70 acres
Main St Heritage Park	0.51 acres
Oak St Park	2.49 acres

Green St Park	1.02 acres
Peace River Park	155.00 acres

These public parks and recreation areas offer a wide range of facilities that include: picnic areas, primitive camping areas, walking trails, playgrounds, boat/canoe ramps, tennis courts, baseball fields, and skate ramps and rails.

2.2 Levels of Service Provided by Major Public Facilities

This section summarizes results of the analyses of public facilities and services that were performed in the elements of the Comprehensive Plan. This information provides the basis for requirements and priorities of the City to ensure that its goals, objectives, and policies, and its level of service standards are reached and maintained.

2.2.1 Traffic Circulation

No problems were identified regarding traffic circulation within the City. The City currently meets or exceeds level of service standards on all City roads.

Although no public transportation is available in the City, the Coordinated Community Transportation System is available.

The City is committed to ensuring its ability to meet the needs of its residents and as such, has included various street paving and landscaping of its traffic corridors in its 5-Year Capital Improvement Plan.

2.2.2 Sanitary Sewer (Wastewater) Facilities

There are no problems at present regarding the capacity of the City's sanitary sewer facilities to collect, treat, and dispose of the wastewater it generates.

2.2.3 Potable Water Facilities

There are no problems associated with the City's potable water facilities.

2.2.4 Stormwater Drainage Facilities

There are currently no problems identified with the City's stormwater drainage facilities.

2.2.5 Solid Waste Collection Facilities

There are currently no problems associated with the City's solid waste services.

2.2.6 Recreation/Parks and Open Space

The City contains 176.91 acres of Open Space and Parks, which exceeds the adopted level of service.

2.3 Local Policies and Practices

The City analyzes its capital improvements needs every year as a part of its annual budgeting process. A City-wide Capital Improvements Plan is developed based on the need to expand or rehabilitate city services and facilities as well as the city's ability to financially support the projects. A 5-Year capital outlay schedule is used to provide long-term direction and coordination.

Level of service standards are adopted in the Comprehensive Plan to provide additional guidance in the determination of the need for and timing of capital improvements. The level of service standards may affect the timing and location of development or redevelopment if there is a delay in the provision of necessary facilities and services.

2.4 Need for, and Timing of Capital Improvements

Capital improvements needs that have been identified are listed in the Capital Improvement Program. The listing of capital improvements indicates type of improvement, cost of the project, revenue sources to fund the project, as well as whether need for the project was identified through the Comprehensive Plan.

The capital improvements identified are designed to support efficient land use in the City as presented in the Future Land Use Element, although most of the capital improvements are not necessarily related to future land development. Scheduled capital improvements are designed to address the needs of the current population as well as to respond to population growth.

2.5 Fiscal Implications of Existing Public Facility Deficiencies, Priorities of Need, and Costs of Mitigating Deficiencies

The City intends to finance its Capital Improvements Plan using retained earnings and future operating revenues in addition to state or federal funds, contributions from developers, or other private funding sources. The Capital Improvements Plan will not place an excessive burden on the City's revenue generation capabilities. The prioritization of the capital improvements is based on their relative importance to implementing the goals, objectives, and policies of the Comprehensive Plan. High priority improvements are to be funded earlier and lower priority improvements are to be funded in later years.

Capital improvement needs identified in each element of the Comprehensive Plan will be evaluated. If budget or other constraints exist, capital improvement needs identified in elements pertaining to public safety and welfare will be given priority over needs relating to local amenities, such as parks and recreation. The evaluation of capital improvements projects will include consideration of the following items: the elimination of public hazards and any existing capacity deficits; the impact on the City's budget; financial feasibility; the demands created by any development or redevelopment, including related location needs; and the plans of state agencies.

3.0 Analysis of Existing Conditions

3.1 Necessity for a Capital Improvements Plan to Provide Required Levels of Service

The Capital Improvements Plan presented in this element is not necessary to provide required levels of service. The projects in the plan are designed to enhance the quality of the services provided for City residents. However, capital improvements are planned for future developments, in order to ensure that established levels of service are met at such time that developments occur.

3.2 City's Ability to Finance Capital Improvements

The City has budgeted monies sufficient to finance all projects listed in its Capital Improvements Plan. The City intends to finance all projects using current fund balances or future operating revenues in addition to state or federal funds and developer contributions. The City will also be fiscally responsible in using debt capacity to complete its improvement program.

4.0 Capital Improvements Schedule

This Capital Improvements Plan is primarily composed of projects that will enhance the quality of the services provided to City residents, rather than correct deficiencies in the levels of service. Currently, the City is meeting all specified levels of service in this Comprehensive Plan. All capital improvements are consistent with the City's Comprehensive Plan and are intended to meet the current and future needs of the City.

This Capital Improvements Element of the City's Comprehensive Plan is further intended to demonstrate the feasibility and sufficiency of the Capital Improvement Plan. The capital improvements in the 5-Year Capital Improvement Plan are based on each element of the Plan and are therefore scheduled to meet the growth projected by the City and support the goals, objectives, and policies of this plan.

The City will implement the provisions in this Element by adoption of the goals, objectives, and policies and by execution of the Capital Improvements Plan contained herein.

5.0 Consistency with Comprehensive Plan

The City will ensure all applicable sub-elements of its Comprehensive Plan are updated to provide for consistency throughout, based on the Capital Improvements Element.

CIP TABLE

Project	Туре	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
10th Avenue Pedestrian, Roadway and	Infrastructure	Roads	10th Avenue	FDOT	\$2,570,630.0	2024-2025
Drainage Improvements					0	
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2024-2025
Advanced Metering Infrastruction (AMI)	Infrastructure	Meter	City-Wide	DEP	\$4,750,000.0	2024-2025
Design and Installation		Reader			0	
Airport T-Hangars- Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$2,500,000.0	2024-2025
Alabama Street Roadway Improvements	Infrastructure	Roads	Alabama Street	FDOT	\$359,888.00	2024-2025
Auditorium Improvements- Ceiling and	Facility	Historic City	225 E Main St	CRA	\$500,000.00	2024-2025
Backstage		Hall				
Bay Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2024-2025
Court Street Roadway Improvements	Infrastructure	Roads	Court Street	FDOT	\$184,223.00	2024-2025
Diana Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2024-2025
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	CRA	\$632,542.00	2024-2025
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	Legislative Appropriations	\$2,867,458.0	2024-2025
Garden Club Roof	Facility	Buildings	131 N. 8th Ave	General Fund	\$15,000.00	2024-2025
Hanchey Road Reconductoring (Engineering and Construction)	Infrastructure	Electric	Hanchey Road	Utility Fund	\$100,000.00	2024-2025
Heard Bridge Water Line Loop Design	Infrastructure	Water	Heard Bridge	EDA	\$170,000.00	2024-2025
In-Fill Housing Project	Facility	CRA	CRA Wide	CRA	\$1,050,000.0 0	2024-2025
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	\$40,000.00	2024-2025
Liftstation Lining- Hardee Manor, Briarwood	Infrastructure	WWTP	City-Wide	Utility Fund	\$12,000.00	2024-2025
New Terminal/Pilots Lounge- Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$500,000.00	2024-2025
Paving - Melendy Street	Infrastructure	Roads	Melendy Street	FDOT	\$899,923.00	2024-2025
Replace Sewer between Knollwood Circle	Infrastructure	Sewer	Knollwood - Farr	Utility Fund-	\$345,000.00	2024-2025
and Farr Field			Field	Reserves		
Riverview Heights Water Line Loop Design	Infrastructure	Water	Riverview	EDA	\$195,000.00	2024-2025

Road Improvements- Oak, Bay, & Palmetto	Infrastructure	Roads	City-Wide	HUD	\$2,000,000.0	2024-2025
Runway Extension Study, Design & Construction	Infrastructure	Airport	Wauchula Airport	FDOT	\$9,850,000.0	2024-2025
Sewer Manhole Lining	Infrastructure	Sewer	City-Wide	Utility Fund	\$30,000.00	2024-2025
South Florida Avenue Water & Wastewater	Infrastructure	Water/Sewe	S. FL Ave	EDA	\$200,000.00	2024-2025
Extension		r				
Southwest Area Elevated Water Tower with	Infrastructure	Water	Southwest	Appropriation	\$8,212,789.0	2024-2025
Transmission Lines					0	
Street Sign Replacement	Infrastructure	Roads	City Wide	General Fund	\$8,500.00	2024-2025
Substation Spare Breaker & Relay	Infrastructure	Electric	111 E Bay Street	Utility Fund	\$51,000.00	2024-2025
Tennessee Street Roadway Improvements	Infrastructure	Roads	Tennessee Street	FDOT	\$405,509.00	2024-2025
Turner Avenue Roadway Improvements	Infrastructure	Roads	Turner Avenue	FDOT	\$441,323.00	2024-2025
Underground Reconductoring at Valencia	Infrastructure	Electric	City-Wide	Utility Fund	\$30,000.00	2024-2025
Abandon Sewer Behind Stadium- Reroute to	Infrastructure	Sewer	Wildcat Way -	SRF	\$743,000.00	2025-2026
Orange Ave			Orange Ave			
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2025-2026
Airport Master Plan Update	Research and	Airport	Wauchula Airport	Airport Fund	\$7,200.00	2025-2026
	Development					
Airport Master Plan Update	Research and	Airport	Wauchula Airport	FDOT	\$28,800.00	2025-2026
	Development					
Airport Master Plan Update	Research and	Airport	Wauchula Airport	FAA	\$324,000.00	2025-2026
	Development					
Auditorium Improvements- Fire Protection &	Facility	Historic City	225 E Main St	Legislative	\$1,000,000.0	2025-2026
ADA		Hall		Appropriation	0	
Bay Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2025-2026
Clay Pipe Lining (or replacement)	Infrastructure	Sewer	City-Wide	Utility Fund	\$40,000.00	2025-2026
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$5,000.00	2025-2026
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FDOT	\$5,000.00	2025-2026
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FAA	\$90,000.00	2025-2026
Downing Circle Mill and Repave	Infrastructure	Roads	Downing Circle	General Fund	TBD	2025-2026
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	\$10,000.00	2025-2026
Heard Bridge Water Line Loop Construction	Infrastructure	Water	Heard Bridge	TBD	\$1,314,000.0	2025-2026
					0	
Hidden Creek Street Lights	Infrastructure	Roads	Hidden Creek	General Fund	TBD	2025-2026
In-Fill Housing Project	Facility	CRA	CRA Wide	CRA	\$180,000.00	2025-2026

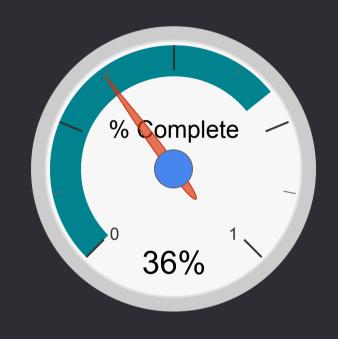
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	\$30,000.00	2025-2026
Liftstation Lining- Stenstrom, Garden Drive	Infrastructure	WWTP	City-Wide	Utility Fund	\$12,500.00	2025-2026
Linecrew Office Building	Facility	Electric	1108 E Main St	Utility Fund	\$3,000,000.0	2025-2026
New Flooring in City Admin (Carpet 1/2 of Building)	Facility	Flooring	126 S 7th Avenue	General Fund	\$20,000.00	2025-2026
Obstruction Removal Trees	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$70,000.00	2025-2026
Obstruction Removal Trees	Infrastructure	Airport	Wauchula Airport	FAA	\$280,000.00	2025-2026
Pavement Management Plan	Research and Development	Roads	City Wide	General Fund	\$75,000.00	2025-2026
Paving/Parking at Warehouse	Facility	Parking Lot	1108 E Main St	Utility Fund	\$100,000.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	General Fund	\$15,350.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Utility Fund	\$15,350.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Sanitation Fund	\$15,375.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	FDEM-HMGP	\$184,300.00	2025-2026
Replace Sewer Line on Walton	Infrastructure	Sewer	Walton	Utility Fund	\$350,000.00	2025-2026
Resurface South Admin Parking Lot	Infrastructure	Parking Lot	126 S 7th Avenue	General Fund	\$100,000.00	2025-2026
Riverview Heights Water Line Loop Construction	Infrastructure	Water	Riverview	TBD	\$2,305,000.0	2025-2026
S. 7th Avenue Sidewalk	Infrastructure	Roads	7th Ave - Bay to Melendy	CRA	\$54,000.00	2025-2026
S. 8th Avenue Sidewalk	Infrastructure	Roads	8th Ave- Orange to Melendy	CRA	\$61,000.00	2025-2026
Sewer Manhole Lining	Infrastructure	Sewer	City-Wide	Utility Fund	\$30,000.00	2025-2026
Stormwater Master Plan Update	Research and Development	Roads	CRA- Wide	CRA	\$75,000.00	2025-2026
Street Sign Replacement	Infrastructure	Roads	City Wide	General Fund	\$10,000.00	2025-2026
Substation Testing	Infrastructure	Electric	Substation	Utility Fund	\$40,000.00	2025-2026
Water Facilities Plan Update	Research and Development	Water	City Wide	Utility Fund	\$75,000.00	2025-2026
Abandon Sewer Behind Oak Forest- Reroute to Sunset Park	Infrastructure	Sewer	Oak Forest - Sunset Park	SRF	\$300,000.00	2026-2027

Bay Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2026-2027
Clay Pipe Lining (or replacement)	Infrastructure	Sewer	City-Wide	Utility Fund	\$40,000.00	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$25,000.00	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	FDOT	\$25,000.00	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	FAA	\$450,000.00	2026-2027
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	\$10,000.00	2026-2027
Liftstation Lining- Downing Circle, Gibbs, Hardee High	Infrastructure	WWTP	City-Wide	Utility Fund	\$12,500.00	2026-2027
New Flooring in City Admin (Carpet 1/2 of Building)	Facility	Flooring	126 S 7th Avenue	General Fund	\$15,000.00	2026-2027
Solar Farm Project	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
Underground Knollwood	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
Underground Oak Forest/Crosby	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
Electric Distribution and Coordination Study	Research and Development	Electric	City-Wide	Utility Fund	\$50,000.00	2027-2028
Liftstation Lining- First Christian, REA	Infrastructure	WWTP	City-Wide	Utility Fund	\$12,500.00	2027-2028
Substation Testing	Infrastructure	Electric	Substation	Utility Fund	\$40,000.00	2027-2028
Wastewater Facilities Plan Update	Research and Development	Sewer	City Wide	Utility Fund	\$75,000.00	2027-2028
Industrial Park Access Road- Design	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$30,000.00	2028-2029
Industrial Park Access Road- Design	Infrastructure	Airport	Wauchula Airport	FAA	\$30,000.00	2028-2029
Liftstation Lining- Will Duke, Farm Bureau	Infrastructure	WWTP	City-Wide	Utility Fund	\$12,500.00	2028-2029
Replace Sewer from LS#3 Down Carlton Street	Infrastructure	Sewer	Farr Field - Carlton Street	SRF	\$602,000.00	2028-2029

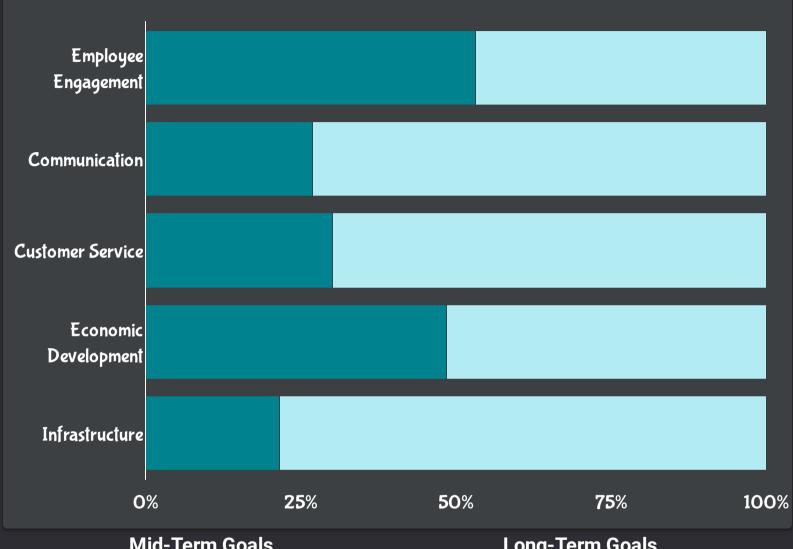
Strategic Plan Progress













Progress by Goal

Key Result Area	Goal Name	Progress		
1 Employee Engagement	1 Become an employer of choice in our industry	58%		
	2 Align employees with the organization's goals and values	50%		
	3 Improve employee happiness and well-being	51%		
	4 Build culture of high performance	52%		
2 Communication	1 Effectively communicate our strategic plan progress	38%		
	2 Revamping and updating the City website	15%		
	3 Maintaining & improving ease of communication from City to citizens	17%		
	4 Strengthen interdepartmental communications	31%		
	5 Enhance Community Safety	32%		
3 Customer Service	1 Build a culture within the City that is service oriented and provides great customer service, every time.	35%		
	2 Ensure the City is easily accessible	0%		
	3 Increase our capability to resolve issues at first point of contact	33%		
4 Economic Development	1 Increase funding from alternative sources	0%		
	2 Improve the City's economic capacity	50%		
	3 Improve the City's economic capacity	100%		
	Create a welcoming environment for businesses, residents, and visitors	14%		
	4 Grow the City	67%		
	Create a welcoming environment for businesses, residents, and visitors	100%		
	5 Grow the City	100%		
5 Infrastructure	1 Maintain/Improve current facilities and infrastructure	5%		
	2 New infrastructure ventures/opportunities	47%		
	3 Create & maintain equipment replacement schedule	0%		
Grand total		36%		

Employee Engagement Detail

— Short-Term

Long-Term

			Strategy Name	Progress
1	1	а	Review the pre-hire and post-hire consolidated documents that highlight the City of Wauchula's policies/packages offered to our employees that are	50%
		b	Participate in 4 recruitment efforts per year	0%
		С	Review the new hire orientation process checklist annually	0%
		d	Ensure new employee tour the City's departments and properties within 1 month of hire	100%
	2	а	Produce/review an annual step plan that shows the estimated/projected pay rate increase after each year	100%
		b	Apply for 5 grant opportunities to ensure any local budgetary shortfalls do not cause a decrease in the total number of officers available to respond t	100%
2	1	а	Annually promote our employee recognition program across all departments at employee meetings	100%
	2	а	Utilize the newsletter, Wauchula City Connect Facebook page, or email to highlight employees	0%
	3	а	2 city-wide meetings per year	50%
3	1	а	Host at least 8 monthly activities, annually	38%
		b	Offer 4 exercise incentives annually	75%
		С	Review wellness point system annually	100%
	2	а	Annual Administration and Police Department holiday luncheon	100%
		b	Group gatherings determined by a survey given out 2 months prior to the event held at and by public works using their employee appreciation funds	0%
		С	Update on funds available to city supervisors Bi-Annually	0%
	3	а	April & October staff meetings	50%
		b	December luncheon	100%
		С	July luncheon	0%
4	1	а	Ensure new office staff complete the ride-along program to have cross-department exposure within 30 days of hire	100%
	2	а	Promote professional development training and/or conferences to employees quarterly	0%
		b	Promote crime scene processing training for one patrol officer annually	20%
		С	Annually review advanced criminal justice support training needs	40%
	3	а	Distribute Years of Service awards	100%
Gr	and	total		53%

Communication Detail

New Short-Term

New Mid-Term

New Long-Term

			Strategy	Progress
1	1	а	Update dashboard quarterly by assigned individuals	25%
		b	Present dashboard to all employees at semi-annual meetings	50%
2	1	а	Visit at least 3 other municipality websites twice a year to ensure C.O.W. is on trend	17%
		b	Annually review and determine if a quote for revamp of format is needed	0%
	2	а	Generate weekly content for the website/social media	23%
		b	Review everything on the website and update as necessary annually	33%
		С	Provide an opportunity for regular feedback from end users through community surveys	0%
3	1	а	Implement texting service for customers	0%
		b	Community involvement with booths at least 3 times a year	33%
4	1	а	Have at least 20 staff meetings with leadership team	40%
		b	Monthly newsletters & Wauchula City Connect Facebook page posting relevant City staff information	33%
		С	Semi-annual all staff meetings	50%
		d	Review monthly and update as needed the employee department listing photo album on Wauchula City Connect	0%
		е	Facilitate at least 10 public works supervisor meetings annually	30%
		f	Review Wauchula City Connect Facebook page members monthly	33%
5	1	а	Take a proactive community policing approach and engage both residents and businesses and instruct them in crime prevention techniques at a mini	33%
		b	Implement a crime prevention program specifically designed to reduce criminal activity during the holiday season between Thanksgiving and Christ	100%
		С	Develop an early warning system/mentoring program for at-risk youth to reduce recidivism	0%
		d	Conduct 6 proactive criminal investigations annually	33%
		е	Maintain at least 1 trained uniform patrol personnel as a crime prevention specialist to enhance residential and business efforts	0%
		f	Conduct 20 deployments of the speed enforcement trailer and/or personnel to target areas	20%
		g	Conduct no less than 250 grant-funded proactive law enforcement shifts	37%

Customer Service Detail

New Short-TermNew Mid-Term

New Long-Term

			Strategy	Progress
1	1	а	Ensure all employees within Customer Service department complete training within one month of hire	100%
		b	Develop a secret customer program to conduct interactions with Customer Service department	0%
	2	а	Annual review will be conducted to determine if current staffing levels, and shift assignments, are at an appropriate level for the total number of calls	0%
	3	а	Annual reviews will be conducted to determine if our response time(s) have increased or decreased and whether reassignment of personnel could inc	40%
2	1	а	Explore at least 2 other avenues to access the city both during and after hours	0%
3	1	а	Customer-generated service/work orders that are still outstanding after 10 business days, will receive a phone call with a status update	0%
		b	Every customer generated service/work order contain all information needed for service contact	81%
	2	а	Run weekly report on open service orders Wednesday mornings	25%
		b	Run daily reports on billing related open service orders	24%

Economic Development Detail New Short-Term

New Long-Term

			Strategy	Progress
1	1	а	Review grant, sponsorships and donations opportunities 6 months to 1 year from the potential start date or purchase	0%
	2	а	Seek/utilize funding for appropriate projects from at least 2 different sources	0%
2	1	а	Pursue annexations by reviewing two potential locations annually	0%
		С	Explore at least two opportunities for public/private partnerships per year	100%
3	1	b	Invest in and redevelop at least one property annually	100%
			Look into 1 vacant property per month and how to improve it	42%
	2	а	Conduct at least 10 in-person customer interactions per month as it relates to Code Enforcement	8%
		b	Open at least 20 code violation cases per month	13%
		С	Open at least 5 minimum maintenance code violation case per month	8%
		d	Promote the code enforcement "Report A Problem" forum on City website and/or app annually	0%
4	1	а	Establish territorial agreements with other power suppliers for undeveloped properties	0%
			Review city codes & community suggestion surveys for needed code updates annually	100%
		b	Share territorial agreements with county's building department and property appraiser's office	0%
	2	а	Prioritize one vacant property for development annually	100%
	3	а	Tax abatement	100%
		b	Impact fee waivers	100%
		d	WTP/WWTP forgiveness (i.e., tap fees, lift station installation, impact fees, etc.)	100%
5	3	С	Cost to Revenue return - electric rate tariff	100%

Infrastructure Detail

Grand total

New Short-TermNew Mid-Term

New Long-Term

22%

			Strategy	Progress
1	1	а	Gather information from supervisor for 20 departments (which excludes legal and purchase power) for budget process by May 1st each year for curr	0%
		b	Utilize Capital Improvement Plan (CIP) to prioritize items for budget	0%
		С	Identify elements of the water system to be formally assessed and prioritized	0%
		d	Identify elements of the sewer system to be formally assessed and prioritized	0%
		е	Identify elements of the electric system to be formally assessed and prioritized	0%
		f	Create an assessment schedule of the water system elements for improvement	0%
		g	Create an assessment schedule of the sewer system elements for improvement	0%
		h	Create an assessment schedule of the electric system elements for improvement	0%
	2	а	Implement a funding plan for road improvements based on the Wauchula Pavement Evaluation Report.	15%
		b	Implement a funding plan for park improvements based on the Park Element of CRA Master Redevelopment Plan	33%
2	1	а	Maintain/review CRA master plan every 5 years or as needed	0%
		b	Maintain/review airport master plan every 5 years or as needed	100%
		С	Maintain/review utilities master plan every 5 years or as needed	0%
		d	Explore need for electric distribution master plan	0%
		е	Explore oportunities for general facility for training, events, etc. every 5 years	100%
		f	Explore possibility of having feasibility study done using an outside service for a solar farm every 5 years	100%
		g	Utilize alternative funding to purchase technology (automated license plate readers, cell phone cloning)	45%
	2	а	Consider potential development of surrounding areas with every new utility extension installation	50%
		b	Public Works interdepartmental communication prior to every new utility implementation discussed at each supervisor monthly meeting	30%
3	1	а	Create a fleet & equipment replacement schedule	0%
		b	Annually update fleet & equipment replacement schedules	0%
		С	Annually update computer replacement schedule	0%

FIRST AMENDED AND RESTATED LEASE AGREEMENT

THIS FIRST AMENDED AND RESTATED LEASE AGREEMENT (the "Lease") is made and entered into by and between CITY OF WAUCHULA, FLORIDA, a Florida municipal corporation, whose present mailing address is 126 South 7th Avenue, Wauchula, Florida 33873, (referred to below as the "Landlord"), and DRUG FREE HARDEE, INC., a Florida corporation, whose present mailing address is 303 W. Main Street, Suite 1, Wauchula, FL 33873 (referred to below as the "Tenant"). This Lease amends and restates that certain Lease Agreement between Landlord and Tenant dated March 9, 2015, with respect to the Leased Property (as defined below) (referred to below as the "Original Lease").

In consideration of the rents provided for below, and of the other covenants, terms, conditions, and agreements set forth below, Landlord and Tenant agree as follows:

- 1. <u>LEASED PROPERTY</u>. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the real property located in Hardee County, Florida, the street address of which is 303 W. Main Street, Wauchula, Florida, which leased property is more particularly depicted and identified with the initials "DFH" in Exhibit "A" attached hereto, together with the improvements presently located thereon (the "Leased Property"). The building, in its entirety, with the street address of 303 W. Main Street, Wauchula, Florida, shall hereinafter be referred to as the "Building".
- 2. <u>LEASE TERM</u>. The term of this Lease shall be for a period of one (1) year, commencing on February 1, 2025, and ending at midnight on January 31, 2026 (the "Lease Term"). This Lease shall renew automatically for one (1) year periods on February 1st of each year until January 31, 2035, when this lease shall expire. However, either party may terminate this lease before any such February 1 anniversary by sending the other party written notice of termination at least ninety (90) days prior to any such February 1st renewal date.
- 3. <u>RENT</u>. Tenant shall pay to Landlord, at the address set forth above, or at such other address or addresses as Landlord may designate from time to time, as rent for the Leased Property for the Lease Term, annual rent in the total sum of twelve and 00/100 Dollars (\$12.00). Each annual payment of rent shall be due and payable in advance and without demand on or before the commencement of the initial and each renewal term, it being understood and agreed by Tenant that time is of the essence with respect to the payment of each annual installment of rent. Tenant shall pay all rent in the manner aforesaid, together with any sales tax thereon required to be paid by Tenant or required to be collected by Landlord under the laws of the State of Florida as they now exist or may hereafter be amended, in current legal tender of the United States of America without any set-off or deduction whatsoever. In addition, if any check given to Landlord by Tenant in payment of any obligation arising under this Lease is dishonored for any reason, an additional charge of \$15.00 shall become immediately due and payable to

Landlord, and thereafter, at Landlord's option, all payments by Tenant to Landlord arising under this Lease shall be in the form of cash or cashier's or certified checks.

- 4. <u>USE OF LEASED PROPERTY</u>. Landlord leases the Leased Property to Tenant for the sole and exclusive purpose of providing charitable services directed to Tenant's mission to implement environmental changes and policies, and to provide education based on the needs of the community, and all activities reasonably related thereto. Tenant shall conduct no other business on the Leased Property, nor use the Leased Property for any other purpose, without Landlord's prior consent, with such consent to be within Landlord's sole and absolute discretion. Tenant acknowledges that the Leased Property has been inspected, and except for any work to be performed by Landlord pursuant to this Lease, the Leased Property is acceptable in its present condition and is suitable for the conduct of the business which Tenant intends to conduct thereon as specified in this paragraph.
- 5. GOVERNMENTAL REGULATIONS; COMPLIANCE WITH LAWS. Tenant, at Tenant's sole expense, shall promptly and fully comply with all federal, state, county, and city laws and ordinances, and all rules of any duly constituted authority, present and future, affecting or respecting the use or occupancy of the Leased Property, and with any directions of any public officer (pursuant to law) having jurisdiction over the Leased Property and the operation of the Tenant's business thereon. Tenant will indemnify, defend and hold Landlord harmless from and against any and all claims, liability, loss and damage whatsoever with respect to any notice of violation or penalties charged against Landlord or imposed upon the Leased Property because of Tenant's failure to comply with the provisions of this paragraph. Furthermore, Tenant shall, at Tenant's sole expense, obtain all licenses or permits required for the conduct of Tenant's use of the Leased Property.
- 6. <u>UTILITIES AND SERVICES</u>. Tenant shall use the Leased Property, and each and every part thereof, at Tenant's sole cost and expense. Tenant shall be responsible for the arrangement of and timely payment of fifty percent (50%) of all charges for services used, rendered, or supplied upon or in connection with the Building, including, without limitation, electricity, water, sewer, garbage removal, natural gas, telephone, cable television, and any other services Tenant utilizes on the Leased Property. Tenant shall also be responsible for all connection charges for any utilities. Upon Landlord's request, at any time and from time to time, Tenant shall provide Landlord with evidence satisfactory to Landlord that its 50% of all such charges have been paid in full.

7. <u>RESPONSIBILITIES OF TENANT CONCERNING REPAIRS AND MAINTENANCE OF LEASED PROPERTY.</u>

(a) Tenant agrees to repair and maintain in good order and condition the non-structural interior portions of the Leased Property, including the store fronts, show windows, doors, windows, plat and window glass, and floor covering, plumbing, heating,

air conditioning, electrical and sewerage system, facilities and appliances.

- (b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Leased Property or the building of which the Leased Property constitute a portion.
- (c) Tenant, its employees, or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without Landlord's written consent.
- (d) Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste of property or same to be done and will take good care of the Leased Property at all times.
- (e) Tenant shall fully perform all of Tenant's duties under this paragraph promptly and without notice. However, if Tenant fails or refuses to perform any required maintenance or to make any required repairs and replacements within a maximum period of thirty (30) days after notice from Landlord, then Landlord may, but shall not be obligated to, perform any such maintenance or make any such repairs and replacements for Tenant's account, and all amounts expended therefor shall be paid by Tenant to Landlord within ten (10) days after demand by Landlord.
- (f) Landlord reserves the right to enter the Leased Property and to make such repairs and to do such work on or about said premises as Landlord may deem desirable, necessary or proper or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect the Leased Property at all reasonable times and show same to prospective Tenants, purchasers, or mortgagees.
- (g) Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by or growing out of any breakage, leakage, or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Leased Property. Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Leased Property or any part thereof, or caused by or growing out of fire, rain, wind or other cause.
- (h) All property belonging to Tenant or any occupant of the Leased Property shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof
- (i) At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Property in the same condition as the Leased Property were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage

by unavoidable casualty excepted, and shall surrender all keys for the Leased Property caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of the Lease.

- (j) Tenant shall at its own expense perform all janitorial and cleaning services within the Leased Property in order to keep same in a neat, clean and orderly condition.
- 8. <u>ALTERATIONS, ADDITIONS, AND IMPROVEMENTS</u>. Tenant shall not make any alterations, additions, or improvements to the Leased Property, except for very minor, non-structural alterations, additions, or improvements necessary for the conduct of Tenant's business upon the Leased Property, without Landlord's prior written consent, which consent shall be within Landlord's sole and absolute discretion. Notwithstanding the foregoing, if Tenant makes any unauthorized alterations, additions, or improvements to the Leased Property, Landlord shall have the right to require Tenant to immediately place the affected part of the Leased Property into the same condition as it existed upon the commencement of the Lease Term.

In the event that Landlord consents to the making of any alterations, additions, or improvements to the Leased Property by Tenant, Tenant shall not undertake to make any such alterations, additions, or improvements until Tenant has procured and paid for all required permits and authorizations of the various municipal departments and governmental divisions having jurisdiction of the Leased Property. Furthermore, all work done in connection with any alterations, additions, or improvements shall be performed in a good and workmanlike manner and in compliance with all applicable laws, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof applicable to the Leased Property, and Tenant shall procure certificates of occupancy or other certificates which may be required by any applicable law. At all times when any alterations, additions, or improvements are in progress, there shall be maintained, at Tenant's sole expense, worker's compensation insurance in accordance with the laws covering all persons employed in connection therewith, and general liability insurance for the mutual benefit of Landlord and Tenant expressly covering the additional hazards due thereto. alterations, additions, or improvements made by Tenant shall be at Tenant's sole expense. Tenant shall not commence any alterations, additions, or improvements to the Leased Property without first obtaining a waiver from all contractors, subcontractors, and materialmen. In the event said waivers are not obtained, Tenant shall provide the Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times the estimated cost of such alterations to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work. Tenant shall promptly pay all contractors and materialmen so as to minimize the possibility of a lien attaching to the Leased Property, and should any such lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after written request by Landlord. No lien shall attach to the interest of the Landlord in the Leased Property for any work done by or on the order of Landlord.

With respect to any alterations, additions, or improvements made by Tenant to the Leased Property, upon the expiration or sooner termination of this Lease, unless Tenant purchases the Leased Property from Landlord, Landlord shall have the option of requiring Tenant to either: (a) remove all such alterations, additions, or improvements, thereby restoring the Leased Property to substantially the same condition which it is in at the commencement of the Lease Term; or (b) return the Leased Property, including all alterations, additions, and improvements made by Tenant, to Landlord. In the event that Tenant is permitted by Landlord to remove any alterations, additions, and improvements, Tenant, at Tenant's sole expense, shall promptly repair any damage caused to the Leased Property as a result of any such removal. Landlord may, at Landlord's sole option, require Tenant to furnish a deposit to cover the estimated costs of repairing any such damage before permitting the removal of any alterations, additions, or improvements from the Leased Property.

- 9. <u>TAXES</u>. Landlord shall pay all real property taxes assessed with respect to the Leased Property. Tenant shall pay all tangible personal property taxes assessed with respect to any tangible personal property at any time located in, upon, or under the Leased Property and all taxes assessed with respect to Tenant's leasehold improvements, furniture, fixtures, and equipment, as well as all applicable sales taxes. All taxes which Tenant is required to pay pursuant to this paragraph shall be paid at least thirty (30) days prior to the time that the same would become delinquent. Upon Landlord's request, at any time and from time to time, Tenant shall promptly furnish to Landlord evidence satisfactory to Landlord that Tenant has paid in full all taxes which Tenant is obligated to pay pursuant to this paragraph.
- CONSTRUCTION LIENS. Landlord's interest in the Leased Property shall 10. not be subject to any lien under the Florida Construction Lien Law or any other applicable lien law as a result of any remodeling, alterations, additions, or improvements made by Tenant, or anyone claiming through Tenant, or as a result of the installation of any trade fixtures, equipment, or furnishings by Tenant, or by anyone claiming through Tenant; and all persons or entities dealing with Tenant must look solely to the credit of Tenant and Tenant's assets for payment and not to Landlord or Landlord's assets. Tenant shall not permit the Leased Property to be subject to any lien for labor, services, or materials furnished at Tenant's request, and Tenant will ensure that all amounts owed for labor. services, or materials are promptly paid. If any construction lien, or notice of claim thereof, is filed against the Leased Property, with respect to labor, services, or materials furnished or to be furnished to Tenant or to anyone claiming through Tenant, Tenant shall cause the same to be withdrawn, discharged, or removed by deposit, bonding proceedings, or otherwise, within ten (10) days after receiving notice of such claim of lien. Tenant will indemnify, protect, hold harmless and defend Landlord from and against any and all costs, expenses, claims, liabilities, losses and damages (including attorneys' fees) resulting from any claim of lien or attempt to claim a lien against the Leased Property as a result of any remodeling, alterations, additions, or improvements made by Tenant or at Tenant's

request, as a result of the installation of any trade fixtures, equipment, or furnishings by Tenant or at Tenant's request, or as a result of any labor, services, or materials furnished at Tenant's request.

PROPERTY INSURANCE. So long as this Lease remains in effect, Tenant 11. shall keep all of the improvements constituting a part of the Leased Property insured against loss or damage by fire and such other risks as may be included in the standard form of fire and extended coverage insurance customarily used in the Hardee County, Florida area in an amount not less than one hundred percent (100%) of the then full insurable value thereof. The term "full insurable value" shall mean actual replacement cost. The foregoing insurance shall be issued by an insurance company of recognized responsibility which is at least A-rated, in form satisfactory to Landlord, and shall provide for at least ten (10) days' prior written notice to Landlord in the event of cancellation or material change. At least ten (10) days prior to the commencement of the Lease Term, and thereafter from time to time upon Landlord's request, Tenant shall furnish to Landlord the original or a copy of such policy or policies. At least ten (10) days prior to the expiration date of any insurance policy procured by Tenant pursuant to the provisions of this paragraph, the original or a copy of the renewal policy for such insurance shall be delivered by Tenant to Landlord. Furthermore, within ten (10) days after the premium on any policy becomes due and payable, Tenant shall furnish to Landlord proof satisfactory to Landlord of payment of such premium. The proceeds payable from all such insurance policies shall be payable to Landlord and Tenant, as their respective interests appear. Landlord is hereby authorized to collect from any insurance company issuing an insurance policy insuring the Leased Property or any part thereof any amount that may become due under any such policy or policies.

Tenant shall not keep upon the Leased Property any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous by a responsible insurance carrier. Tenant shall use every reasonable precaution to protect the Leased Property against fire, explosion, and other casualties. Tenant shall provide fire extinguishers in size and number as required by any applicable fire codes, regulations, and by insurance underwriters. Such fire extinguishers shall be on the Leased Property and be fully operable at all times.

12. <u>PUBLIC LIABILITY INSURANCE</u>. Throughout the Lease Term and any extension thereof, Tenant, at Tenant's sole expense, shall provide and keep in force, for the benefit of Landlord and Tenant, respectively, comprehensive general liability insurance on the entire Leased Property naming Landlord and Tenant as insureds, with a minimum single limit of \$1,000,000.00. The insurance shall protect Landlord and Tenant, jointly and severally, against any and all claims for injuries to or death of persons, and for damage to, destruction of, or loss of use of property occurring in, upon, or about the Leased Property. Such insurance shall be issued by an insurance company having at least an A-rating and in form satisfactory to Landlord and shall provide for at least ten

- (10) days' prior written notice to Landlord in the event of cancellation or material change. A copy of such insurance policy or policies and all renewals thereof shall be furnished to Landlord prior to the commencement of the Lease Term, and thereafter from time to time upon Landlord's request, together with evidence satisfactory to Landlord that premiums have been paid and that such insurance remains in force.
- 13. WAIVER OF SUBROGATION RIGHTS. Neither Landlord nor Tenant shall be liable to the other for any business interruption, or for any loss of or damage to property or injury to or death of persons occurring in, upon, or about the Leased Property or in any manner arising out of or connected with Tenant's use and occupancy of the Leased Property, whether or not caused by the negligence or other fault of Landlord or Tenant, or their respective agents, employees, subtenants, licensees, or assignees, to the extent that such business interruption, loss of or damage to property, or injury to or death of persons is covered by insurance, regardless of whether or not such insurance is payable to or protects Landlord or Tenant, or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this paragraph. This release shall remain in effect only so long as it does not prevent the insured from recovering under such policies.
- INDEMNIFICATION AND WAIVER BY TENANT. Landlord shall not be liable, in any manner whatsoever, for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by any person or entity arising out of or resulting from Tenant's use of the Leased Property, including but not limited to, any failure of Tenant to perform or comply with any of the covenants, terms, conditions, and agreements required to be performed or complied with by Tenant under the terms of this Lease or under the terms of the Original Lease (hereinafter referred to as "Tenant's Defaults"), nor for any such injury, death, damage, destruction, or loss of use arising out of or resulting from any act or omission, negligent or otherwise, of Tenant or any employee, agent, contractor, or subtenant of Tenant (hereinafter referred to as "Tenant's Acts or Omissions"). Tenant shall indemnify, protect, defend, and hold Landlord harmless, and Landlord's officers, employees, successors, and assigns, from and against any and all claims, demands, actions, causes of action, liability, loss, and damage whatsoever on account of any such injury, death, damage, destruction, or loss of use attributable in any manner to Tenant's use of the Leased Property, including but not limited to, any Tenant acts, omissions, or defaults, and from and against any and all costs and expenses, including attorneys' fees incurred at the trial level and in connection with all appellate proceedings, arising therefrom. Furthermore, Tenant hereby waives any and all claims against Landlord for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by Tenant, or by any employee, agent, contractor, or subtenant of Tenant, or by any other person or entity, arising out of or resulting from the use or condition of the Leased Property or arising out of or resulting from any acts of any person or entity or the acts of Landlord or Landlord's agents (unless such acts amount to active gross negligence or willful misconduct). The

foregoing indemnification agreement and waiver shall continue in full force and effect notwithstanding any termination of this Lease. Furthermore, such indemnification agreement and waiver shall not be construed as limiting or otherwise affecting in any manner the liability of any insurer under the terms of any liability insurance policy procured by Landlord or Tenant.

DAMAGE TO OR DESTRUCTION OF LEASED PROPERTY. If during the 15. Lease Term or any extension thereof the improvements constituting part of the Leased Property are damaged or destroyed by fire or other casualty normally insured against by standard fire and extended coverage insurance policies, and if the damage or destruction is so extensive so as to amount practically to the total destruction of the Leased Property, then this Lease shall terminate and the rights and liabilities of the parties hereto shall cease except for such rights and liabilities as may have accrued prior to the time of such damage or destruction. In all other cases where the improvements constituting a part of the Leased Property are damaged or destroyed by fire or other casualty normally insured against by standard fire and extended coverage insurance policies, Landlord shall repair the damage with reasonable diligence, and if the damage has rendered the Leased Property untenable by Tenant, in whole or in part, then there shall be an equitable apportionment of rent until the damage has been repaired. In determining what constitutes reasonable diligence, consideration shall be given to delay caused by strikes, adjustment of insurance, and other causes beyond Landlord's control.

Landlord and Tenant shall fully cooperate with each other regarding the settlement and adjustment of insurance claims. If Landlord is to repair any such damage or destruction, Tenant will remove any fixtures, equipment, furniture, inventory, or other items of personal property from the Leased Property as required by Landlord in order to repair and/or reconstruct the improvements constituting a part of the Leased Property. Also, Landlord shall have the free and uninterrupted right of possession of the Leased Property to repair and reconstruct the improvements constituting a part of the Leased Property, and such right will extend to Landlord's employees, contractors, subcontractors, laborers, and suppliers.

- 16. <u>PLUMBING LEAKS</u>. Landlord shall not be liable to Tenant for any damage caused by or from plumbing, gas, water, steam, or other pipes or sewage or the bursting, leaking, or running of any cistern, tank, washstand, water closet or water pipe in, above, upon, or about the Leased Property. Nor shall Landlord be liable to Tenant for damage caused by water being upon or coming through the roof, skylight, trapdoor, or otherwise, nor for any damage arising from any act or negligence of any other tenants or occupants of the building of which the Leased Property is a part or any owners or occupants of adjoining or contiguous property, unless such damage is as a result of Landlord's active, gross negligence.
- 17. <u>CONDEMNATION</u>. If the Leased Property is taken by reason of the exercise of the power of eminent domain, or by private purchase in lieu thereof, this Lease

shall terminate on the date title to the Leased Property vests in the taking authority, and the rent shall be prorated to the date of such termination. If a portion of the Leased Property is so taken and the part not so taken is, in Landlord's opinion, insufficient for the operation of Tenant's business thereon (such opinion to be delivered to Tenant within ten (10) days after title to such portion of the Leased Property vests in the taking authority), then either Landlord or Tenant may terminate this Lease at any time within thirty (30) days after such opinion is given, by giving the other notice of termination of this Lease, and the rent and all other payments for which Tenant may be liable under the terms of this Lease shall be prorated to the effective date of termination. If neither party gives such notice to the other of the termination of this Lease, this Lease shall continue in full force and effect as to that portion of the Leased Property not so taken under the same terms and conditions set forth in this Lease, except that the rent thereafter payable shall be reduced by such equitable amount as shall be agreed upon by Landlord and Tenant through good faith negotiations, taking into account the amount of the Leased Property so taken, the extent to which Tenant's ability to use and occupy the Leased Property is diminished, and other pertinent factors. Landlord shall, at Landlord's expense, make such restoration as may be reasonably required, provided that the total cost thereof does not exceed the net proceeds of the condemnation award which Landlord receives upon such partial taking, and provided further that in no event shall Landlord be responsible for restoring any alterations, additions, or improvements made to the Leased Property by Tenant. All damages and compensation awarded or paid upon such total or partial taking shall belong to Landlord as compensation for the diminution in value of Landlord's interest in this Lease and in the Leased Property. Nothing contained in this paragraph shall be construed so as to preclude Tenant from prosecuting any claim directly against the taking authority for loss of business, or depreciation of, damage to, or the cost of removal of, or for the value of trade fixtures, furniture, equipment, and other personal property belonging to Tenant, provided that no such claim diminishes or otherwise adversely affects Landlord's condemnation award.

- 18. <u>DEFAULT BY TENANT</u>. The occurrence of any of the following shall constitute an event of default by Tenant:
- (a) Delinquency in the payment of any installment of rent or additional rent payable under this Lease, if such delinquency continues for a period of more than thirty (30) days after such rent or additional rent becomes due and payable.
- (b) Failure by Tenant to perform, comply with, or abide by any of the terms, covenants, and conditions contained in this Lease applicable to Tenant, other than those referred to in the foregoing subparagraph (a), for a period of more than ten (10) days after notice thereof from Landlord to Tenant, except for any default not susceptible of being cured within such ten-day period, in which event the time permitted for Tenant to cure such default shall be extended for as long as shall be reasonably necessary to cure such default, provided that Tenant commences promptly and proceeds diligently to cure such default, and provided further that such period of time shall not be so extended as to

jeopardize Landlord's interest in this Lease or as to subject Landlord or Tenant to any civil or criminal liabilities.

- (c) Filing by Tenant in any Court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or an assignment by Tenant for the benefit of creditors.
- (d) Filing against Tenant in any Court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, if within ninety (90) days after the commencement of any such proceeding against Tenant, such petition is not dismissed.
- (e) Tenant's dissolution, or other termination of existence, merger, or consolidation with another entity, insolvency, forfeiture of right to do business, or business failure.
- (f) If Tenant abandons the Leased Property or if the Leased Property becomes and remains vacant for a period in excess of ten (10) days.
- (g) If Tenant's interest under this Lease is sold under execution or other legal process, or if Tenant's interest under this Lease is assigned by operation of law.
- 20. RIGHT OF FIRST OFFER. During the Lease Term, Landlord will give Tenant notice ("Notice") at such time as space not leased by Tenant becomes available in the Building or at such time as Landlord has submitted a written proposal to a prospective tenant for any space in the Building (each such space herein called the "ROFO Space"); provided that Landlord shall not be required to give a Notice before submitting a proposal to or otherwise negotiating with any existing tenant occupying the ROFO Space. Such notice shall state the terms on which Landlord is offering the ROFO Space for lease. Upon receipt of such Notice, Tenant shall have the right ("Right of First Offer") to lease the ROFO Space for the same such term, rental, tenant finish allowance, and other terms the Landlord has submitted to a prospective tenant, or, in the event that the space has become available and there is no prospective tenant to which the Landlord has submitted a proposal, on such terms as may be mutually agreed to by Landlord and Tenant. If, within ten (10) business days from the date of such Notice, Landlord and Tenant do not execute a letter (the "intent letter") containing agreements, in principle, concerning the terms of a lease to Tenant for the ROFO Space, then Tenant's Right to First Offer hereunder shall terminate and Landlord may proceed to lease such ROFO Space to others free from any prior right or interest of Tenant under this paragraph. Within a reasonable time after execution of the intent letter, and in all events prior to Tenant's occupancy of, or any improvements by Landlord or Tenant to, the ROFO Space, Landlord shall prepare a supplement to the Lease confirming the rentable area of the ROFO Space, the rent applicable to the ROFO Space agreed to by the parties and the other terms and

provisions deemed necessary by Landlord and Tenant to confirm their agreement regarding the ROFO Space, and the parties thereafter shall execute same; provided however, if Landlord and Tenant cannot agree on the terms of such a supplement within such reasonable time, not to exceed thirty (30) days from the date of the intent letter, Tenant's rights under this Section shall terminate. Any termination or expiration of the Lease shall also terminate this Right of First Offer. Rent for the ROFO Space shall be payable commencing on the date agreed to by Landlord and Tenant, or, if none, then on the date ninety (90) days after execution of the agreement regarding such ROFO Space. Upon the date that rent commences with respect to the ROFO Space, the ROFO Space shall thereby also become part of the Leased Property for the purposes of the Lease and all the other terms and conditions of the Lease shall be applicable thereto except as otherwise agreed to between Landlord and Tenant, or contemplated by this Section or as the context may otherwise require.

Notwithstanding the above, the ROFO shall not apply in the event the ROFO Space not leased by Tenant becomes available due to an expiration of a lease in which the existing tenant occupying the ROFO space seeks to continue leasing the ROFO Space after the expiration of its lease.

- 21. <u>MEMORANDUM OF LEASE</u>. Simultaneously with the execution of this Lease, the parties shall execute a memorandum of this Lease for recording purposes, substantially in the form attached hereto as Exhibit "B". In no event shall such memorandum set forth the rent or other charges payable by Tenant under this Lease, and such memorandum shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. Tenant shall pay for the cost of recording such memorandum. Upon termination of this Lease, Tenant shall forthwith execute and deliver to Landlord an instrument to be furnished by Landlord providing for a release and cancellation of this Lease by Tenant, in recordable form.
- 22. <u>ASSIGNMENT AND SUBLETTING</u>. Tenant shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Leased Property, or any part thereof, to be used by others, without Landlord's prior written consent, which consent shall be within Landlord's sole and absolute discretion. If Tenant assigns, mortgages, or encumbers this Lease, or sublets or permits the Leased Property or any part thereof to be used by others, without having obtained Landlord's prior written consent, any such assignment, mortgage, encumbrance, or subletting shall be void, and shall, at Landlord's sole option, terminate this Lease without prejudice to any of Landlord's rights and remedies under this Lease. No subleasing or assignment by Tenant shall operate to relieve Tenant of any obligation or liability arising under the terms of this Lease unless Landlord specifically agrees in writing that such proposed subleasing or assignment shall so release Tenant.
- 23. <u>INSPECTION AND ACCESS</u>. Landlord, and Landlord's agents and employees, may enter the Leased Property at all reasonable times to inspect the Leased Property, and to show the Leased Property to prospective tenants or purchasers,

provided that such inspection or showing does not unreasonably interfere with Tenant's business being conducted upon the Leased Property. Furthermore, Landlord shall have the right to place a "For Rent" sign or a "For Sale" sign at the Leased Property at any time within ninety (90) days before the expiration of the Lease Term.

- 24. <u>LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS</u>. If Tenant defaults in the performance of or compliance with any covenant, condition, or agreement in this Lease applicable to Tenant, Landlord may, after ten (10) days' notice to Tenant (or without notice if in Landlord's opinion an emergency exists) perform such covenant, condition, or agreement for Tenant's account and at Tenant's sole expense. In such event, Tenant shall, upon demand, reimburse Landlord for the total amount incurred in order to effect such cure, including, without limitation, court costs and attorneys' fees.
- LANDLORD'S LIEN ON TENANT'S PROPERTY. To secure payment of all rent, additional rent, and other sums due and payable under the provisions of this Lease, and to secure the performance of or compliance with all other covenants, conditions, and agreements applicable to Tenant under this Lease, except insofar as such is precluded by applicable law, Landlord shall have and is hereby given a lien on all furniture, equipment, trade fixtures, inventory, and other personal property of any kind whatsoever belonging to Tenant, and any improvements or additions placed upon the Leased Property by Tenant, which may be located in, upon, or at the Leased Property at any time while this Lease is in effect. If this Lease is terminated under the provisions of the paragraph hereof entitled "Remedies of Landlord," Landlord may take possession of all property enumerated in the foregoing sentence and sell as much of such property as is reasonably required in order to satisfy such lien. If requested by Landlord, Tenant shall execute all necessary financing statements in form satisfactory to Landlord, with respect to the lien herein granted, and Landlord shall have all of the rights of a secured party under Article 9 of the Florida Uniform Commercial Code. To satisfy such lien, Landlord shall retain, out of the proceeds of such sale or sales, an amount equal to the total costs and expenses of such sale or sales (including attorneys' fees) plus the amount of all rent, additional rent, and other sums due and owing by Tenant under the provisions of this Lease, and any damages due to the failure of Tenant to perform or comply with any of the covenants, conditions, and agreements applicable to Tenant under this Lease, other than the covenant to pay rent, with any excess from such proceeds to be paid over to Tenant. The remedy provided in this paragraph shall not be exclusive, and Landlord may invoke such other remedies as are provided in this Lease or are otherwise available by law to Landlord prior to, concurrently with, or subsequent to enforcing the remedy provided for in this paragraph.

26. <u>REMEDIES OF LANDLORD</u>.

(a) In the event of any such default or breach, Landlord shall have the immediate right to re-enter the Leased Property, either by summary proceedings, by force or otherwise, and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein in the manner provided in subdivision (c) of this

Section, all without service of any notice of intention to re-enter and with or without resort to legal process (which Tenant hereby expressly waives) and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Landlord shall also have the right, at the option of Landlord, to terminate this Lease upon ten (10) days written notice to Tenant, and to thereupon reenter and take possession of the said Leased Property with or without legal process. In the event of any such default or breach, Landlord shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Property, or any part thereof, with or without legal process, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such re-letting shall be applied first to the expenses of such re-letting and collection including, but not limited to, necessary renovation and alterations of the Leased Property, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed to require Landlord to re-enter and re-let in any event. The Landlord shall not, in any event be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of said premises in excess of the rent provided in this Lease.

- (b) In the event of any such default or breach, the Landlord shall have the right, at its option, to declare the rents for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Landlord and may commence action immediately thereupon and recover judgment heretofore.
- (c) The Landlord, in addition to other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from the Leased Property and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.
- (d) No such re-entry or taking possession of said Leased Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at all times thereafter, elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

- (e) Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or hereafter in effect.
- SURRENDER. Except as otherwise provided herein, Tenant shall, on the last day of the Lease Term or any extension thereof, peacefully surrender and deliver up the Leased Property into the possession of Landlord, or Landlord's heirs, personal representatives, successors, or assigns, in a clean and sanitary condition and in as good condition as the same is at the commencement of the Lease Term, excepting only ordinary wear and tear and damage caused by fire or other casualty not Tenant's fault and covered under standard fire and extended coverage insurance. Upon vacating the Leased Property, Tenant shall surrender all keys to Landlord. Tenant shall remove all signs or symbols placed on or about the Leased Property and shall restore the portion of the Leased Property on which such signs or symbols were placed to the same condition as such portion was prior to such placement, at Tenant's sole expense. At the expiration or sooner termination of the Lease Term or any extension thereof, any trade fixtures, equipment, furnishings, inventory, or other personal property belonging to Tenant which remains on the Leased Property shall be conclusively deemed abandoned by Tenant, and Landlord may dispose of any of such items in any manner, without any liability whatsoever.
- 28. <u>HOLDOVER</u>. If Tenant remains on the Leased Property after the expiration or sooner termination of this Lease without having executed a new written lease agreement with Landlord, such holding over shall not constitute a renewal or extension of this Lease. Landlord may, at Landlord's option, elect to treat Tenant as one who continues in possession after the end of the term, and be entitled to all of the remedies against Tenant provided by law in that situation, including recovery of double rent, or Landlord may, at Landlord's option, elect to treat Tenant as a tenant from month-to-month only, subject to all of the terms, conditions, and provisions of this Lease, consistent with a month-to-month tenancy except the rent which shall be at a rate specified by Landlord.
- 29. <u>WAIVER</u>. The failure of Landlord to insist in one or more instances upon the strict performance of or compliance with any of the terms, covenants, conditions, or agreements of this Lease, or to exercise any option herein conferred, shall not be construed as waiving or relinquishing for the future any of such terms, covenants, conditions, agreements, or options, but the same shall continue and shall remain in full force and effect.
- 30. <u>ENTIRE AGREEMENT</u>. This Lease contains the entire agreement between the parties as to the Leased Property and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
- 31. <u>NOTICES</u>. All notices, consents, or other communications permitted or required to be given under this Lease shall be given in writing and delivered in person or sent by certified mail, return receipt requested and postage prepaid, to the parties at their

respective addresses as set forth above. Notices delivered in person shall be effective when delivered; provided, however, that notices to be delivered to any party that is a corporation shall be delivered to an officer, director, employee, or agent of such party. Notices forwarded by certified mail shall be deemed effective upon receipt, or in any event not later than ten (10) days after deposit in the United States mails, postage prepaid. If the last day for giving any notice or performing any act under this Lease falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday or Post Office holiday. Any party wishing to change the person designated to receive any notice or the address for any notice may do so by complying with the notice provisions of this paragraph.

- 32. <u>SEVERABILITY</u>. Whenever possible, each part of this Lease shall be interpreted in such a manner as to be valid under applicable law. However, if it shall be found that any part of this Lease is illegal or unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Lease.
- 33. <u>BINDING EFFECT</u>. Except as otherwise provided herein, the terms, covenants, conditions, and agreements of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 34. <u>COVENANT OF QUIET ENJOYMENT</u>. Tenant, upon the payment of the rent herein reserved and upon the faithful performance of or compliance with all of the covenants, conditions, and agreements of this Lease applicable to Tenant, shall at all times during the Lease Term and any extension thereof peacefully and quietly enjoy the Leased Property without any disturbance from Landlord or from any person or entity claiming through Landlord.
- 35. <u>BROKERS</u>. Neither Landlord, Tenant, nor any of their agents or employees have incurred or will incur any liability for any brokerage or finder's fees or other agent's commissions in connection with this Lease or the transactions contemplated by this Lease.
- 36. <u>LITIGATION</u>. If any litigation is instituted to enforce or interpret any provision of this Lease, the prevailing party, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees incurred at the trial level and in connection with all appellate proceedings.
- 37. <u>SUBORDINATION TO MORTGAGES</u>. This Lease and Tenant's interest in the Leased Property is and shall be subject and subordinate to all mortgages which now affect, or which may hereafter affect the Leased Property, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Although no

instrument or act on Tenant's part shall be necessary to effectuate such subordination, Tenant shall, nevertheless, sign such subordination instruments as may be required from time to time by any mortgagee who now holds or may hereafter hold a mortgage encumbering the Leased Property. In addition, Tenant shall complete and sign any estoppel document which any such mortgage holder requires, which shall confirm the terms of this Lease.

38. MISCELLANEOUS PROVISIONS

- (a) Relationship of Parties. Neither the execution of this Lease nor the performance of any of the terms and obligations hereof shall ever be deemed or construed to have the effect of creating, between Landlord and Tenant, the relationship of principal and agent, or of a partnership, or of a joint venture, and the relationship between the parties hereto created hereby shall always be and remain that of landlord and tenant.
- (b) <u>Joint and Several Liability</u>. If Tenant is composed of more than one person or entity, they shall be jointly and severally liable under the terms of this Lease.
- (c) <u>Language</u>. Whenever used in this Lease, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context so permits.
- (d) <u>Consents by Landlord</u>. The consent of Landlord to any act by Tenant requiring Landlord's consent shall not be deemed to waive or render unnecessary Landlord's consent to any subsequent similar act by Tenant.
- (e) <u>Amounts Deemed Additional Rent</u>. All amounts payable to Landlord under this Lease (other than the rent specifically reserved in paragraph 3 hereof) shall be deemed additional rent payable hereunder.
- (f) <u>Interest on Delinquent Payments</u>. If any rent or additional rent payable under this Lease is not paid to Landlord by Tenant within ten (10) days after the same becomes due and payable, the amount thereof shall bear interest at the highest lawful rate from the time such amount became due and payable until paid in full.
- (g) <u>Governing Law</u>. This Lease and all instruments or documents related thereto shall be construed in accordance with Florida law.
- (h) <u>Venue</u>. The venue of any legal proceeding brought in connection with this Lease or any aspect of the relationship between the parties shall be in the state courts located in Hardee County, where the Leased Property is located.
- (i) <u>Waiver of Jury Trial</u>. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LEASE OR THE

TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, EACH OF THEM HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

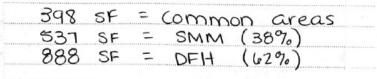
- (j) <u>Exhibits</u>. Any exhibits attached to this Lease are specifically incorporated herein by reference as if the same were fully set forth herein.
- (k) <u>Paragraph Titles</u>. Paragraph titles are used solely for convenience herein and shall not be used in interpreting or construing any provision of this Lease.

[EXECUTION ON THE FOLLOWING PAGE]

EXECUTED by Landlord this	day of January, 2025.
Attest:	City of Wauchula, a Florida municipal corporation
Stanbania Camaaha City Clayl	By: Richard K. Nadaskay, Jr., Mayor
Stephanie Camacho, City Clerk Date: January, 2025	Date: January, 2025
APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA, ONLY	
Kristie Hatcher-Bolin, City Attorney Date:	
EXECUTED by Tenant this	day of January, 2025.
Signed, sealed and delivered In the presence of:	DRUG FREE HARDEE, Inc., a Florida not-for-profit corporation,
Print Name:	By:
	Sarah Maldonado, President
Print Name:	

EXHIBIT "A"

303 West Main St.



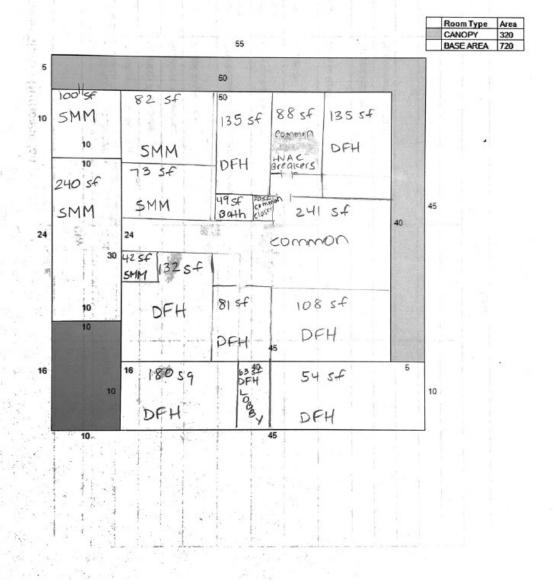


EXHIBIT "B"

This Instrument was Prepared by, and After Recording Return to:
Kristie Hatcher-Bolin
GRAY ROBINSON, P.A.
P. O. Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

(Recording Data Above)

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into between City of Wauchula., a Florida municipal corporation ("Landlord"), whose address is 126 South 7th Avenue, Wauchula, Florida 33873 and DRUG FREE HARDEE, INC., a Florida corporation ("Tenant"), whose address is 303 W. Main Street, Suite 1, Wauchula, FL 33873. Landlord and Tenant have entered into a First Amended and Restated Lease Agreement ("Lease") dated January _____, 2025, the terms of which are incorporated herein by reference, for the lease by the Landlord to the Tenant of the premises described in the Exhibit "A" attached hereto, (the "Leased Property"). This Memorandum is executed pursuant to the provisions contained in the Lease and nothing contained herein shall be deemed to, in any way, amend, modify or supersede the terms of the Lease, which terms remain in full force and effect. In the event of any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail. The current term of the Lease shall commence on February 1, 2025, for a period of one (1) year. After the initial term, the Lease shall automatically renew for one (1) year periods until January 31, 2035, if not terminated earlier by either party. In addition, Tenant has a Right of First Offer for any space on the Leased Property not leased by Tenant.

Upon termination of the Lease, Tenant shall execute and deliver to Landlord for recording, a termination of the Lease and a release and cancellation of the Lease and of any and all interest in the Leased Property.

Signed by Tenant this day of January, 2	025.
Signed in the presence of the following witnesses:	DRUG FREE HARDEE, INC., a Florida not-for-profit corporation,
Print Name:	By: Sarah Maldonado, President
Time Name	Garan Maldonado, i resident
Address:	
Print Name:	
Address:	
STATE OF FLORIDA COUNTY OF	
THE EXPENSION WATER MENT	
physical presence or online notarization, to Maldonado, President of DRUG FREE corporation, who is personall as iden	HARDEE, INC., a Florida not-for-profit y known to me, or
MATERIA NOTATIVO CEALI	Notary Public Signature
[AFFIX NOTARY SEAL]	Print Notary Name: My commission expires:
	, <u></u>

[Memorandum of Lease-Tenant's Signature Page]

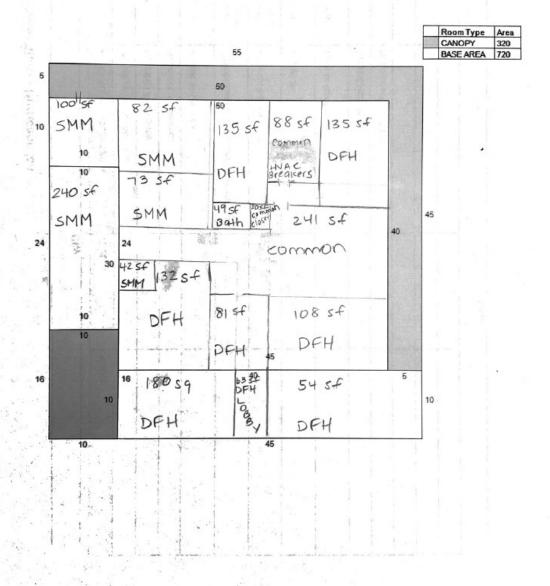
Signed by Landlord this day of January	y, 2025.
Attest:	City of Wauchula, a Florida municipal corporation
Stephanie Camacho, City Clerk	By: Richard K. Nadaskay, Jr., Mayor Date: January, 2025
Address:	
Print Name:	
Address:	
APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA, ONLY	
Kristie Hatcher-Bolin, City Attorney One Lake Morton Dr. Lakeland, FL 33801	
STATE OF FLORIDA COUNTY OF	
physical presence or online notarization	vas acknowledged before me by means of, this day of January, 2025, by Richarduchula, a Florida municipal corporation, who
[AFFIX NOTARY SEAL]	Notary Public Signature Print Notary Name: My commission expires:

[Memorandum of Lease-Landlord's Signature Page]

EXHIBIT "A"

303 West Main St.

398	SF	=	Commo	on areas
537	SF	=	SMM	(38%)
				(62%)



FIRST AMENDED AND RESTATED LEASE AGREEMENT

THIS FIRST AMENDED AND RESTATED LEASE AGREEMENT (the "Lease") is made and entered into by and between CITY OF WAUCHULA, FLORIDA, a Florida municipal corporation, whose present mailing address is 126 South 7th Avenue, Wauchula, Florida 33873, (referred to below as the "Landlord"), and SENDMEMISSIONS, INC., a Florida corporation, whose present mailing address is 3072 Oaks Bend, Bowling Green, Florida 33834 (referred to below as the "Tenant"). This Lease amends and restates that certain Lease Agreement between Landlord and Tenant dated March 9, 2015, with respect to the Leased Property (as defined below) (referred to below as the "Original Lease").

In consideration of the rents provided for below, and of the other covenants, terms, conditions, and agreements set forth below, Landlord and Tenant agree as follows:

- 1. <u>LEASED PROPERTY</u>. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the real property located in Hardee County, Florida, the street address of which is 303 W. Main Street, Wauchula, Florida, which leased property is more particularly depicted and identified with the initials "SMM" in Exhibit "A" attached hereto, together with the improvements presently located thereon (the "Leased Property"). The building, in its entirety, with the street address of 303 W. Main Street, Wauchula, Florida, shall hereinafter be referred to as the "Building".
- 2. <u>LEASE TERM</u>. The term of this Lease shall be for a period of one (1) year, commencing on February 1, 2025, and ending at midnight on January 31, 2026 (the "Lease Term"). This Lease shall renew automatically for one (1) year periods on February 1st of each year until January 31, 2035, when this lease shall expire. However, either party may terminate this lease before any such February 1 anniversary by sending the other party written notice of termination at least ninety (90) days prior to any such February 1st renewal date.
- 3. RENT. Tenant shall pay to Landlord, at the address set forth above, or at such other address or addresses as Landlord may designate from time to time, as rent for the Leased Property for the Lease Term, annual rent in the total sum of twelve and 00/100 Dollars (\$12.00). Each annual payment of rent shall be due and payable in advance and without demand on or before the commencement of the initial and each renewal term, it being understood and agreed by Tenant that time is of the essence with respect to the payment of each annual installment of rent. Tenant shall pay all rent in the manner aforesaid, together with any sales tax thereon required to be paid by Tenant or required to be collected by Landlord under the laws of the State of Florida as they now exist or may hereafter be amended, in current legal tender of the United States of America without any set-off or deduction whatsoever. In addition, if any check given to Landlord by Tenant in payment of any obligation arising under this Lease is dishonored for any reason, an additional charge of \$15.00 shall become immediately due and payable to

Landlord, and thereafter, at Landlord's option, all payments by Tenant to Landlord arising under this Lease shall be in the form of cash or cashier's or certified checks.

- 4. <u>USE OF LEASED PROPERTY</u>. Landlord leases the Leased Property to Tenant for the sole and exclusive purpose of providing charitable services directed to Tenant's disaster relief assistance and local and global missions, and all activities reasonably related thereto. Tenant shall conduct no other business on the Leased Property, nor use the Leased Property for any other purpose, without Landlord's prior consent, with such consent to be within Landlord's sole and absolute discretion. Tenant acknowledges that the Leased Property has been inspected, and except for any work to be performed by Landlord pursuant to this Lease, the Leased Property is acceptable in its present condition and is suitable for the conduct of the business which Tenant intends to conduct thereon as specified in this paragraph.
- 5. GOVERNMENTAL REGULATIONS; COMPLIANCE WITH LAWS. Tenant, at Tenant's sole expense, shall promptly and fully comply with all federal, state, county, and city laws and ordinances, and all rules of any duly constituted authority, present and future, affecting or respecting the use or occupancy of the Leased Property, and with any directions of any public officer (pursuant to law) having jurisdiction over the Leased Property and the operation of the Tenant's business thereon. Tenant will indemnify, defend and hold Landlord harmless from and against any and all claims, liability, loss and damage whatsoever with respect to any notice of violation or penalties charged against Landlord or imposed upon the Leased Property because of Tenant's failure to comply with the provisions of this paragraph. Furthermore, Tenant shall, at Tenant's sole expense, obtain all licenses or permits required for the conduct of Tenant's use of the Leased Property.
- 6. <u>UTILITIES AND SERVICES</u>. Tenant shall use the Leased Property, and each and every part thereof, at Tenant's sole cost and expense. Tenant shall be responsible for the arrangement of and timely payment of fifty percent (50%) of all charges for services used, rendered, or supplied upon or in connection with the Building, including, without limitation, electricity, water, sewer, garbage removal, natural gas, telephone, cable television, and any other services Tenant utilizes on the Leased Property. Tenant shall also be responsible for all connection charges for any utilities. Upon Landlord's request, at any time and from time to time, Tenant shall provide Landlord with evidence satisfactory to Landlord that its 50% of all such charges have been paid in full.

7. <u>RESPONSIBILITIES OF TENANT CONCERNING REPAIRS AND MAINTENANCE OF LEASED PROPERTY.</u>

(a) Tenant agrees to repair and maintain in good order and condition the non-structural interior portions of the Leased Property, including the store fronts, show windows, doors, windows, plat and window glass, and floor covering, plumbing, heating, air conditioning, electrical and sewerage system, facilities and appliances.

- (b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Leased Property or the building of which the Leased Property constitute a portion.
- (c) Tenant, its employees, or agents, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without Landlord's written consent.
- (d) Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and will not permit any waste of property or same to be done and will take good care of the Leased Property at all times.
- (e) Tenant shall fully perform all of Tenant's duties under this paragraph promptly and without notice. However, if Tenant fails or refuses to perform any required maintenance or to make any required repairs and replacements within a maximum period of thirty (30) days after notice from Landlord, then Landlord may, but shall not be obligated to, perform any such maintenance or make any such repairs and replacements for Tenant's account, and all amounts expended therefor shall be paid by Tenant to Landlord within ten (10) days after demand by Landlord.
- (f) Landlord reserves the right to enter the Leased Property and to make such repairs and to do such work on or about said premises as Landlord may deem desirable, necessary or proper or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect the Leased Property at all reasonable times and show same to prospective Tenants, purchasers, or mortgagees.
- (g) Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by or growing out of any breakage, leakage, or defective condition of the electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Leased Property. Neither Landlord nor Landlord's agents or servants shall be liable for any damages caused by, or growing out of any defect in the Leased Property or any part thereof, or caused by or growing out of fire, rain, wind or other cause.
- (h) All property belonging to Tenant or any occupant of the Leased Property shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof
- (i) At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Property in the same condition as the Leased Property were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Property caused thereby. Tenant's obligation to observe or perform this covenant shall survive the

expiration or other termination of the term of the Lease.

- (j) Tenant shall at its own expense perform all janitorial and cleaning services within the Leased Property in order to keep same in a neat, clean and orderly condition.
- 8. <u>ALTERATIONS, ADDITIONS, AND IMPROVEMENTS</u>. Tenant shall not make any alterations, additions, or improvements to the Leased Property, except for very minor, non-structural alterations, additions, or improvements necessary for the conduct of Tenant's business upon the Leased Property, without Landlord's prior written consent, which consent shall be within Landlord's sole and absolute discretion. Notwithstanding the foregoing, if Tenant makes any unauthorized alterations, additions, or improvements to the Leased Property, Landlord shall have the right to require Tenant to immediately place the affected part of the Leased Property into the same condition as it existed upon the commencement of the Lease Term.

In the event that Landlord consents to the making of any alterations, additions, or improvements to the Leased Property by Tenant, Tenant shall not undertake to make any such alterations, additions, or improvements until Tenant has procured and paid for all required permits and authorizations of the various municipal departments and governmental divisions having jurisdiction of the Leased Property. Furthermore, all work done in connection with any alterations, additions, or improvements shall be performed in a good and workmanlike manner and in compliance with all applicable laws, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof applicable to the Leased Property, and Tenant shall procure certificates of occupancy or other certificates which may be required by any applicable law. At all times when any alterations, additions, or improvements are in progress, there shall be maintained, at Tenant's sole expense, worker's compensation insurance in accordance with the laws covering all persons employed in connection therewith, and general liability insurance for the mutual benefit of Landlord and Tenant expressly covering the additional hazards due thereto. alterations, additions, or improvements made by Tenant shall be at Tenant's sole expense. Tenant shall not commence any alterations, additions, or improvements to the Leased Property without first obtaining a waiver from all contractors, subcontractors, and materialmen. In the event said waivers are not obtained, Tenant shall provide the Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1 1/2) times the estimated cost of such alterations to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work. Tenant shall promptly pay all contractors and materialmen so as to minimize the possibility of a lien attaching to the Leased Property, and should any such lien be made or filed, Tenant shall bond against or discharge same within ten (10) days after written request by Landlord. No lien shall attach to the interest of the Landlord in the Leased Property for any work done by or on the order of Landlord.

With respect to any alterations, additions, or improvements made by Tenant to the

Leased Property, upon the expiration or sooner termination of this Lease, unless Tenant purchases the Leased Property from Landlord, Landlord shall have the option of requiring Tenant to either: (a) remove all such alterations, additions, or improvements, thereby restoring the Leased Property to substantially the same condition which it is in at the commencement of the Lease Term; or (b) return the Leased Property, including all alterations, additions, and improvements made by Tenant, to Landlord. In the event that Tenant is permitted by Landlord to remove any alterations, additions, and improvements, Tenant, at Tenant's sole expense, shall promptly repair any damage caused to the Leased Property as a result of any such removal. Landlord may, at Landlord's sole option, require Tenant to furnish a deposit to cover the estimated costs of repairing any such damage before permitting the removal of any alterations, additions, or improvements from the Leased Property.

- 9. <u>TAXES</u>. Landlord shall pay all real property taxes assessed with respect to the Leased Property. Tenant shall pay all tangible personal property taxes assessed with respect to any tangible personal property at any time located in, upon, or under the Leased Property and all taxes assessed with respect to Tenant's leasehold improvements, furniture, fixtures, and equipment, as well as all applicable sales taxes. All taxes which Tenant is required to pay pursuant to this paragraph shall be paid at least thirty (30) days prior to the time that the same would become delinquent. Upon Landlord's request, at any time and from time to time, Tenant shall promptly furnish to Landlord evidence satisfactory to Landlord that Tenant has paid in full all taxes which Tenant is obligated to pay pursuant to this paragraph.
- 10. CONSTRUCTION LIENS. Landlord's interest in the Leased Property shall not be subject to any lien under the Florida Construction Lien Law or any other applicable lien law as a result of any remodeling, alterations, additions, or improvements made by Tenant, or anyone claiming through Tenant, or as a result of the installation of any trade fixtures, equipment, or furnishings by Tenant, or by anyone claiming through Tenant; and all persons or entities dealing with Tenant must look solely to the credit of Tenant and Tenant's assets for payment and not to Landlord or Landlord's assets. Tenant shall not permit the Leased Property to be subject to any lien for labor, services, or materials furnished at Tenant's request, and Tenant will ensure that all amounts owed for labor, services, or materials are promptly paid. If any construction lien, or notice of claim thereof, is filed against the Leased Property, with respect to labor, services, or materials furnished or to be furnished to Tenant or to anyone claiming through Tenant, Tenant shall cause the same to be withdrawn, discharged, or removed by deposit, bonding proceedings, or otherwise, within ten (10) days after receiving notice of such claim of lien. Tenant will indemnify, protect, hold harmless and defend Landlord from and against any and all costs, expenses, claims, liabilities, losses and damages (including attorneys' fees) resulting from any claim of lien or attempt to claim a lien against the Leased Property as a result of any remodeling, alterations, additions, or improvements made by Tenant or at Tenant's request, as a result of the installation of any trade fixtures, equipment, or furnishings by Tenant or at Tenant's request, or as a result of any labor, services, or materials furnished

at Tenant's request.

PROPERTY INSURANCE. So long as this Lease remains in effect, Tenant shall keep all of the improvements constituting a part of the Leased Property insured against loss or damage by fire and such other risks as may be included in the standard form of fire and extended coverage insurance customarily used in the Hardee County, Florida area in an amount not less than one hundred percent (100%) of the then full insurable value thereof. The term "full insurable value" shall mean actual replacement cost. The foregoing insurance shall be issued by an insurance company of recognized responsibility which is at least A-rated, in form satisfactory to Landlord, and shall provide for at least ten (10) days' prior written notice to Landlord in the event of cancellation or material change. At least ten (10) days prior to the commencement of the Lease Term, and thereafter from time to time upon Landlord's request, Tenant shall furnish to Landlord the original or a copy of such policy or policies. At least ten (10) days prior to the expiration date of any insurance policy procured by Tenant pursuant to the provisions of this paragraph, the original or a copy of the renewal policy for such insurance shall be delivered by Tenant to Landlord. Furthermore, within ten (10) days after the premium on any policy becomes due and payable, Tenant shall furnish to Landlord proof satisfactory to Landlord of payment of such premium. The proceeds payable from all such insurance policies shall be payable to Landlord and Tenant, as their respective interests appear. Landlord is hereby authorized to collect from any insurance company issuing an insurance policy insuring the Leased Property or any part thereof any amount that may become due under any such policy or policies.

Tenant shall not keep upon the Leased Property any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous by a responsible insurance carrier. Tenant shall use every reasonable precaution to protect the Leased Property against fire, explosion, and other casualties. Tenant shall provide fire extinguishers in size and number as required by any applicable fire codes, regulations, and by insurance underwriters. Such fire extinguishers shall be on the Leased Property and be fully operable at all times.

12. <u>PUBLIC LIABILITY INSURANCE</u>. Throughout the Lease Term and any extension thereof, Tenant, at Tenant's sole expense, shall provide and keep in force, for the benefit of Landlord and Tenant, respectively, comprehensive general liability insurance on the entire Leased Property naming Landlord and Tenant as insureds, with a minimum single limit of \$1,000,000.00. The insurance shall protect Landlord and Tenant, jointly and severally, against any and all claims for injuries to or death of persons, and for damage to, destruction of, or loss of use of property occurring in, upon, or about the Leased Property. Such insurance shall be issued by an insurance company having at least an A-rating and in form satisfactory to Landlord and shall provide for at least ten (10) days' prior written notice to Landlord in the event of cancellation or material change. A copy of such insurance policy or policies and all renewals thereof shall be furnished to

Landlord prior to the commencement of the Lease Term, and thereafter from time to time upon Landlord's request, together with evidence satisfactory to Landlord that premiums have been paid and that such insurance remains in force.

- 13. WAIVER OF SUBROGATION RIGHTS. Neither Landlord nor Tenant shall be liable to the other for any business interruption, or for any loss of or damage to property or injury to or death of persons occurring in, upon, or about the Leased Property or in any manner arising out of or connected with Tenant's use and occupancy of the Leased Property, whether or not caused by the negligence or other fault of Landlord or Tenant, or their respective agents, employees, subtenants, licensees, or assignees, to the extent that such business interruption, loss of or damage to property, or injury to or death of persons is covered by insurance, regardless of whether or not such insurance is payable to or protects Landlord or Tenant, or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this paragraph. This release shall remain in effect only so long as it does not prevent the insured from recovering under such policies.
- 14. INDEMNIFICATION AND WAIVER BY TENANT. Landlord shall not be liable, in any manner whatsoever, for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by any person or entity arising out of or resulting from Tenant's use of the Leased Property, including but not limited to, any failure of Tenant to perform or comply with any of the covenants, terms, conditions, and agreements required to be performed or complied with by Tenant under the terms of this Lease or under the terms of the Original Lease (hereinafter referred to as "Tenant's Defaults"), nor for any such injury, death, damage, destruction, or loss of use arising out of or resulting from any act or omission, negligent or otherwise, of Tenant or any employee, agent, contractor, or subtenant of Tenant (hereinafter referred to as "Tenant's Acts or Omissions"). Tenant shall indemnify, protect, defend, and hold Landlord harmless, and Landlord's officers. employees, successors, and assigns, from and against any and all claims, demands, actions, causes of action, liability, loss, and damage whatsoever on account of any such injury, death, damage, destruction, or loss of use attributable in any manner to Tenant's use of the Leased Property, including but not limited to, any Tenant acts, omissions, or defaults, and from and against any and all costs and expenses, including attorneys' fees incurred at the trial level and in connection with all appellate proceedings, arising therefrom. Furthermore, Tenant hereby waives any and all claims against Landlord for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by Tenant, or by any employee, agent, contractor, or subtenant of Tenant, or by any other person or entity, arising out of or resulting from the use or condition of the Leased Property or arising out of or resulting from any acts of any person or entity or the acts of Landlord or Landlord's agents (unless such acts amount to active gross negligence or willful misconduct). The foregoing indemnification agreement and waiver shall continue in full force and effect notwithstanding any termination of this Lease. Furthermore, such indemnification

agreement and waiver shall not be construed as limiting or otherwise affecting in any manner the liability of any insurer under the terms of any liability insurance policy procured by Landlord or Tenant.

15. DAMAGE TO OR DESTRUCTION OF LEASED PROPERTY. If during the Lease Term or any extension thereof the improvements constituting part of the Leased Property are damaged or destroyed by fire or other casualty normally insured against by standard fire and extended coverage insurance policies, and if the damage or destruction is so extensive so as to amount practically to the total destruction of the Leased Property, then this Lease shall terminate and the rights and liabilities of the parties hereto shall cease except for such rights and liabilities as may have accrued prior to the time of such damage or destruction. In all other cases where the improvements constituting a part of the Leased Property are damaged or destroyed by fire or other casualty normally insured against by standard fire and extended coverage insurance policies, Landlord shall repair the damage with reasonable diligence, and if the damage has rendered the Leased Property untenable by Tenant, in whole or in part, then there shall be an equitable apportionment of rent until the damage has been repaired. In determining what constitutes reasonable diligence, consideration shall be given to delay caused by strikes, adjustment of insurance, and other causes beyond Landlord's control.

Landlord and Tenant shall fully cooperate with each other regarding the settlement and adjustment of insurance claims. If Landlord is to repair any such damage or destruction, Tenant will remove any fixtures, equipment, furniture, inventory, or other items of personal property from the Leased Property as required by Landlord in order to repair and/or reconstruct the improvements constituting a part of the Leased Property. Also, Landlord shall have the free and uninterrupted right of possession of the Leased Property to repair and reconstruct the improvements constituting a part of the Leased Property, and such right will extend to Landlord's employees, contractors, subcontractors, laborers, and suppliers.

- 16. <u>PLUMBING LEAKS</u>. Landlord shall not be liable to Tenant for any damage caused by or from plumbing, gas, water, steam, or other pipes or sewage or the bursting, leaking, or running of any cistern, tank, washstand, water closet or water pipe in, above, upon, or about the Leased Property. Nor shall Landlord be liable to Tenant for damage caused by water being upon or coming through the roof, skylight, trapdoor, or otherwise, nor for any damage arising from any act or negligence of any other tenants or occupants of the building of which the Leased Property is a part or any owners or occupants of adjoining or contiguous property, unless such damage is as a result of Landlord's active, gross negligence.
- 17. <u>CONDEMNATION</u>. If the Leased Property is taken by reason of the exercise of the power of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate on the date title to the Leased Property vests in the taking authority, and the rent shall be prorated to the date of such termination. If a portion of the Leased

Property is so taken and the part not so taken is, in Landlord's opinion, insufficient for the operation of Tenant's business thereon (such opinion to be delivered to Tenant within ten (10) days after title to such portion of the Leased Property vests in the taking authority), then either Landlord or Tenant may terminate this Lease at any time within thirty (30) days after such opinion is given, by giving the other notice of termination of this Lease, and the rent and all other payments for which Tenant may be liable under the terms of this Lease shall be prorated to the effective date of termination. If neither party gives such notice to the other of the termination of this Lease, this Lease shall continue in full force and effect as to that portion of the Leased Property not so taken under the same terms and conditions set forth in this Lease, except that the rent thereafter payable shall be reduced by such equitable amount as shall be agreed upon by Landlord and Tenant through good faith negotiations, taking into account the amount of the Leased Property so taken, the extent to which Tenant's ability to use and occupy the Leased Property is diminished, and other pertinent factors. Landlord shall, at Landlord's expense, make such restoration as may be reasonably required, provided that the total cost thereof does not exceed the net proceeds of the condemnation award which Landlord receives upon such partial taking, and provided further that in no event shall Landlord be responsible for restoring any alterations, additions, or improvements made to the Leased Property by Tenant. All damages and compensation awarded or paid upon such total or partial taking shall belong to Landlord as compensation for the diminution in value of Landlord's interest in this Lease and in the Leased Property. Nothing contained in this paragraph shall be construed so as to preclude Tenant from prosecuting any claim directly against the taking authority for loss of business, or depreciation of, damage to, or the cost of removal of, or for the value of trade fixtures, furniture, equipment, and other personal property belonging to Tenant, provided that no such claim diminishes or otherwise adversely affects Landlord's condemnation award.

- 18. <u>DEFAULT BY TENANT</u>. The occurrence of any of the following shall constitute an event of default by Tenant:
- (a) Delinquency in the payment of any installment of rent or additional rent payable under this Lease, if such delinquency continues for a period of more than thirty (30) days after such rent or additional rent becomes due and payable.
- (b) Failure by Tenant to perform, comply with, or abide by any of the terms, covenants, and conditions contained in this Lease applicable to Tenant, other than those referred to in the foregoing subparagraph (a), for a period of more than ten (10) days after notice thereof from Landlord to Tenant, except for any default not susceptible of being cured within such ten-day period, in which event the time permitted for Tenant to cure such default shall be extended for as long as shall be reasonably necessary to cure such default, provided that Tenant commences promptly and proceeds diligently to cure such default, and provided further that such period of time shall not be so extended as to jeopardize Landlord's interest in this Lease or as to subject Landlord or Tenant to any civil or criminal liabilities.

- (c) Filing by Tenant in any Court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or an assignment by Tenant for the benefit of creditors.
- (d) Filing against Tenant in any Court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, if within ninety (90) days after the commencement of any such proceeding against Tenant, such petition is not dismissed.
- (e) Tenant's dissolution, or other termination of existence, merger, or consolidation with another entity, insolvency, forfeiture of right to do business, or business failure.
- (f) If Tenant abandons the Leased Property or if the Leased Property becomes and remains vacant for a period in excess of ten (10) days.
- (g) If Tenant's interest under this Lease is sold under execution or other legal process, or if Tenant's interest under this Lease is assigned by operation of law.
- RIGHT OF FIRST OFFER. During the Lease Term, Landlord will give Tenant notice ("Notice") at such time as space not leased by Tenant becomes available in the Building or at such time as Landlord has submitted a written proposal to a prospective tenant for any space in the Building (each such space herein called the "ROFO Space"); provided that Landlord shall not be required to give a Notice before submitting a proposal to or otherwise negotiating with any existing tenant occupying the ROFO Space. Such notice shall state the terms on which Landlord is offering the ROFO Space for lease. Upon receipt of such Notice, Tenant shall have the right ("Right of First Offer") to lease the ROFO Space for the same such term, rental, tenant finish allowance, and other terms the Landlord has submitted to a prospective tenant, or, in the event that the space has become available and there is no prospective tenant to which the Landlord has submitted a proposal, on such terms as may be mutually agreed to by Landlord and Tenant. If, within ten (10) business days from the date of such Notice, Landlord and Tenant do not execute a letter (the "intent letter") containing agreements, in principle, concerning the terms of a lease to Tenant for the ROFO Space, then Tenant's Right to First Offer hereunder shall terminate and Landlord may proceed to lease such ROFO Space to others free from any prior right or interest of Tenant under this paragraph. Within a reasonable time after execution of the intent letter, and in all events prior to Tenant's occupancy of, or any improvements by Landlord or Tenant to, the ROFO Space, Landlord shall prepare a supplement to the Lease confirming the rentable area of the ROFO Space, the rent applicable to the ROFO Space agreed to by the parties and the other terms and provisions deemed necessary by Landlord and Tenant to confirm their agreement regarding the ROFO Space, and the parties thereafter shall execute same; provided however, if Landlord and Tenant cannot agree on the terms of such a supplement within

such reasonable time, not to exceed thirty (30) days from the date of the intent letter, Tenant's rights under this Section shall terminate. Any termination or expiration of the Lease shall also terminate this Right of First Offer. Rent for the ROFO Space shall be payable commencing on the date agreed to by Landlord and Tenant, or, if none, then on the date ninety (90) days after execution of the agreement regarding such ROFO Space. Upon the date that rent commences with respect to the ROFO Space, the ROFO Space shall thereby also become part of the Leased Property for the purposes of the Lease and all the other terms and conditions of the Lease shall be applicable thereto except as otherwise agreed to between Landlord and Tenant, or contemplated by this Section or as the context may otherwise require.

Notwithstanding the above, the ROFO shall not apply in the event the ROFO Space not leased by Tenant becomes available due to an expiration of a lease in which the existing tenant occupying the ROFO space seeks to continue leasing the ROFO Space after the expiration of its lease.

- 21. <u>MEMORANDUM OF LEASE</u>. Simultaneously with the execution of this Lease, the parties shall execute a memorandum of this Lease for recording purposes, substantially in the form attached hereto as Exhibit "B". In no event shall such memorandum set forth the rent or other charges payable by Tenant under this Lease, and such memorandum shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. Tenant shall pay for the cost of recording such memorandum. Upon termination of this Lease, Tenant shall forthwith execute and deliver to Landlord an instrument to be furnished by Landlord providing for a release and cancellation of this Lease by Tenant, in recordable form.
- 22. <u>ASSIGNMENT AND SUBLETTING</u>. Tenant shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Leased Property, or any part thereof, to be used by others, without Landlord's prior written consent, which consent shall be within Landlord's sole and absolute discretion. If Tenant assigns, mortgages, or encumbers this Lease, or sublets or permits the Leased Property or any part thereof to be used by others, without having obtained Landlord's prior written consent, any such assignment, mortgage, encumbrance, or subletting shall be void, and shall, at Landlord's sole option, terminate this Lease without prejudice to any of Landlord's rights and remedies under this Lease. No subleasing or assignment by Tenant shall operate to relieve Tenant of any obligation or liability arising under the terms of this Lease unless Landlord specifically agrees in writing that such proposed subleasing or assignment shall so release Tenant.
- 23. <u>INSPECTION AND ACCESS</u>. Landlord, and Landlord's agents and employees, may enter the Leased Property at all reasonable times to inspect the Leased Property, and to show the Leased Property to prospective tenants or purchasers, provided that such inspection or showing does not unreasonably interfere with Tenant's business being conducted upon the Leased Property. Furthermore, Landlord shall have

the right to place a "For Rent" sign or a "For Sale" sign at the Leased Property at any time within ninety (90) days before the expiration of the Lease Term.

- 24. <u>LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS</u>. If Tenant defaults in the performance of or compliance with any covenant, condition, or agreement in this Lease applicable to Tenant, Landlord may, after ten (10) days' notice to Tenant (or without notice if in Landlord's opinion an emergency exists) perform such covenant, condition, or agreement for Tenant's account and at Tenant's sole expense. In such event, Tenant shall, upon demand, reimburse Landlord for the total amount incurred in order to effect such cure, including, without limitation, court costs and attorneys' fees.
- 25. LANDLORD'S LIEN ON TENANT'S PROPERTY. To secure payment of all rent, additional rent, and other sums due and payable under the provisions of this Lease. and to secure the performance of or compliance with all other covenants, conditions, and agreements applicable to Tenant under this Lease, except insofar as such is precluded by applicable law, Landlord shall have and is hereby given a lien on all furniture, equipment, trade fixtures, inventory, and other personal property of any kind whatsoever belonging to Tenant, and any improvements or additions placed upon the Leased Property by Tenant, which may be located in, upon, or at the Leased Property at any time while this Lease is in effect. If this Lease is terminated under the provisions of the paragraph hereof entitled "Remedies of Landlord," Landlord may take possession of all property enumerated in the foregoing sentence and sell as much of such property as is reasonably required in order to satisfy such lien. If requested by Landlord, Tenant shall execute all necessary financing statements in form satisfactory to Landlord, with respect to the lien herein granted, and Landlord shall have all of the rights of a secured party under Article 9 of the Florida Uniform Commercial Code. To satisfy such lien, Landlord shall retain, out of the proceeds of such sale or sales, an amount equal to the total costs and expenses of such sale or sales (including attorneys' fees) plus the amount of all rent, additional rent, and other sums due and owing by Tenant under the provisions of this Lease, and any damages due to the failure of Tenant to perform or comply with any of the covenants, conditions, and agreements applicable to Tenant under this Lease, other than the covenant to pay rent, with any excess from such proceeds to be paid over to Tenant. The remedy provided in this paragraph shall not be exclusive, and Landlord may invoke such other remedies as are provided in this Lease or are otherwise available by law to Landlord prior to, concurrently with, or subsequent to enforcing the remedy provided for in this paragraph.

26. <u>REMEDIES OF LANDLORD</u>.

(a) In the event of any such default or breach, Landlord shall have the immediate right to re-enter the Leased Property, either by summary proceedings, by force or otherwise, and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein in the manner provided in subdivision (c) of this Section, all without service of any notice of intention to re-enter and with or without resort to legal process (which Tenant hereby expressly waives) and without Landlord being

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deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Landlord shall also have the right, at the option of Landlord, to terminate this Lease upon ten (10) days written notice to Tenant, and to thereupon reenter and take possession of the said Leased Property with or without legal process. In the event of any such default or breach, Landlord shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Property, or any part thereof, with or without legal process, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such re-letting shall be applied first to the expenses of such re-letting and collection including, but not limited to, necessary renovation and alterations of the Leased Property, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed to require Landlord to re-enter and re-let in any event. The Landlord shall not, in any event be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of said premises in excess of the rent provided in this Lease.

- (b) In the event of any such default or breach, the Landlord shall have the right, at its option, to declare the rents for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Landlord and may commence action immediately thereupon and recover judgment heretofore.
- (c) The Landlord, in addition to other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from the Leased Property and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.
- (d) No such re-entry or taking possession of said Leased Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at all times thereafter, elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

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- (e) Any and all rights, remedies and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or hereafter in effect.
- SURRENDER. Except as otherwise provided herein, Tenant shall, on the last day of the Lease Term or any extension thereof, peacefully surrender and deliver up the Leased Property into the possession of Landlord, or Landlord's heirs, personal representatives, successors, or assigns, in a clean and sanitary condition and in as good condition as the same is at the commencement of the Lease Term, excepting only ordinary wear and tear and damage caused by fire or other casualty not Tenant's fault and covered under standard fire and extended coverage insurance. Upon vacating the Leased Property, Tenant shall surrender all keys to Landlord. Tenant shall remove all signs or symbols placed on or about the Leased Property and shall restore the portion of the Leased Property on which such signs or symbols were placed to the same condition as such portion was prior to such placement, at Tenant's sole expense. At the expiration or sooner termination of the Lease Term or any extension thereof, any trade fixtures, equipment, furnishings, inventory, or other personal property belonging to Tenant which remains on the Leased Property shall be conclusively deemed abandoned by Tenant, and Landlord may dispose of any of such items in any manner, without any liability whatsoever.
- 28. <u>HOLDOVER</u>. If Tenant remains on the Leased Property after the expiration or sooner termination of this Lease without having executed a new written lease agreement with Landlord, such holding over shall not constitute a renewal or extension of this Lease. Landlord may, at Landlord's option, elect to treat Tenant as one who continues in possession after the end of the term, and be entitled to all of the remedies against Tenant provided by law in that situation, including recovery of double rent, or Landlord may, at Landlord's option, elect to treat Tenant as a tenant from month-to-month only, subject to all of the terms, conditions, and provisions of this Lease, consistent with a month-to-month tenancy except the rent which shall be at a rate specified by Landlord.
- 29. <u>WAIVER</u>. The failure of Landlord to insist in one or more instances upon the strict performance of or compliance with any of the terms, covenants, conditions, or agreements of this Lease, or to exercise any option herein conferred, shall not be construed as waiving or relinquishing for the future any of such terms, covenants, conditions, agreements, or options, but the same shall continue and shall remain in full force and effect.
- 30. <u>ENTIRE AGREEMENT</u>. This Lease contains the entire agreement between the parties as to the Leased Property and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.
- 31. <u>NOTICES</u>. All notices, consents, or other communications permitted or required to be given under this Lease shall be given in writing and delivered in person or sent by certified mail, return receipt requested and postage prepaid, to the parties at their

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respective addresses as set forth above. Notices delivered in person shall be effective when delivered; provided, however, that notices to be delivered to any party that is a corporation shall be delivered to an officer, director, employee, or agent of such party. Notices forwarded by certified mail shall be deemed effective upon receipt, or in any event not later than ten (10) days after deposit in the United States mails, postage prepaid. If the last day for giving any notice or performing any act under this Lease falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday or Post Office holiday. Any party wishing to change the person designated to receive any notice or the address for any notice may do so by complying with the notice provisions of this paragraph.

- 32. <u>SEVERABILITY</u>. Whenever possible, each part of this Lease shall be interpreted in such a manner as to be valid under applicable law. However, if it shall be found that any part of this Lease is illegal or unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Lease.
- 33. <u>BINDING EFFECT</u>. Except as otherwise provided herein, the terms, covenants, conditions, and agreements of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 34. <u>COVENANT OF QUIET ENJOYMENT</u>. Tenant, upon the payment of the rent herein reserved and upon the faithful performance of or compliance with all of the covenants, conditions, and agreements of this Lease applicable to Tenant, shall at all times during the Lease Term and any extension thereof peacefully and quietly enjoy the Leased Property without any disturbance from Landlord or from any person or entity claiming through Landlord.
- 35. <u>BROKERS</u>. Neither Landlord, Tenant, nor any of their agents or employees have incurred or will incur any liability for any brokerage or finder's fees or other agent's commissions in connection with this Lease or the transactions contemplated by this Lease.
- 36. <u>LITIGATION</u>. If any litigation is instituted to enforce or interpret any provision of this Lease, the prevailing party, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees incurred at the trial level and in connection with all appellate proceedings.
- 37. <u>SUBORDINATION TO MORTGAGES</u>. This Lease and Tenant's interest in the Leased Property is and shall be subject and subordinate to all mortgages which now affect, or which may hereafter affect the Leased Property, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Although no

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instrument or act on Tenant's part shall be necessary to effectuate such subordination, Tenant shall, nevertheless, sign such subordination instruments as may be required from time to time by any mortgagee who now holds or may hereafter hold a mortgage encumbering the Leased Property. In addition, Tenant shall complete and sign any estoppel document which any such mortgage holder requires, which shall confirm the terms of this Lease.

38. MISCELLANEOUS PROVISIONS

- (a) Relationship of Parties. Neither the execution of this Lease nor the performance of any of the terms and obligations hereof shall ever be deemed or construed to have the effect of creating, between Landlord and Tenant, the relationship of principal and agent, or of a partnership, or of a joint venture, and the relationship between the parties hereto created hereby shall always be and remain that of landlord and tenant.
- (b) <u>Joint and Several Liability</u>. If Tenant is composed of more than one person or entity, they shall be jointly and severally liable under the terms of this Lease.
- (c) <u>Language</u>. Whenever used in this Lease, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context so permits.
- (d) <u>Consents by Landlord</u>. The consent of Landlord to any act by Tenant requiring Landlord's consent shall not be deemed to waive or render unnecessary Landlord's consent to any subsequent similar act by Tenant.
- (e) <u>Amounts Deemed Additional Rent</u>. All amounts payable to Landlord under this Lease (other than the rent specifically reserved in paragraph 3 hereof) shall be deemed additional rent payable hereunder.
- (f) <u>Interest on Delinquent Payments</u>. If any rent or additional rent payable under this Lease is not paid to Landlord by Tenant within ten (10) days after the same becomes due and payable, the amount thereof shall bear interest at the highest lawful rate from the time such amount became due and payable until paid in full.
- (g) <u>Governing Law</u>. This Lease and all instruments or documents related thereto shall be construed in accordance with Florida law.
- (h) <u>Venue</u>. The venue of any legal proceeding brought in connection with this Lease or any aspect of the relationship between the parties shall be in the state courts located in Hardee County, where the Leased Property is located.
- (i) <u>Waiver of Jury Trial</u>. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LEASE OR THE

TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, EACH OF THEM HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

- (j) <u>Exhibits</u>. Any exhibits attached to this Lease are specifically incorporated herein by reference as if the same were fully set forth herein.
- (k) <u>Paragraph Titles</u>. Paragraph titles are used solely for convenience herein and shall not be used in interpreting or construing any provision of this Lease.

[EXECUTION ON THE FOLLOWING PAGE]

EXECUTED by Landlord this d	lay of January, 2025.
Attest:	City of Wauchula, a Florida municipal corporation
Stephanie Camacho, City Clerk Date: January, 2025	By: Richard K. Nadaskay, Jr., Mayor Date: January, 2025
APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA, ONLY	
Kristie Hatcher-Bolin, City Attorney Date:	
EXECUTED by Tenant this da	ay of January, 2025.
Signed, sealed and delivered In the presence of:	SENDMEMISSIONS, Inc., a Florida corporation,
Print Name:	By: Jamie Davis-Samuels, President
Print Name:	

EXHIBIT "A"

303 West Main St.

398	SF	= .	commo	on areas
537	SF	=	SMM	(38%)
				(62%)

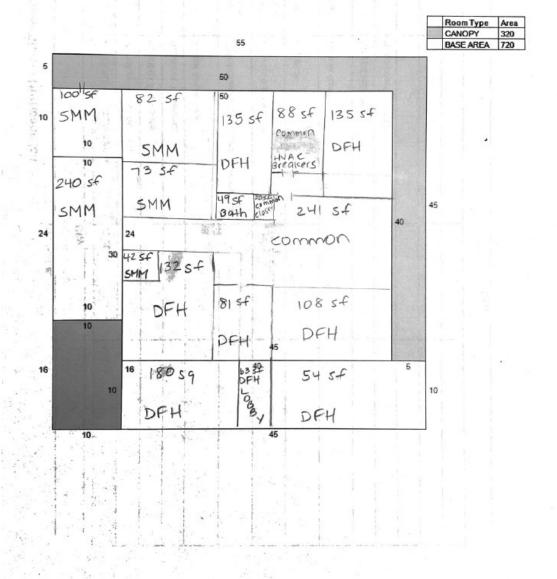


EXHIBIT "B"

This Instrument was Prepared by, and After Recording Return to:
Kristie Hatcher-Bolin
GRAY ROBINSON, P.A.
P. O. Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

(Recording Data Above)

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into between City of Wauchula., a Florida municipal corporation ("Landlord"), whose address is 126 South 7th Avenue, Wauchula, Florida 33873 and SENDMEMISSIONS, INC., a Florida corporation ("Tenant"), whose address is 3072 Oaks Bend, Bowling Green, Florida 33834. Landlord and Tenant have entered into a First Amended and Restated Lease Agreement ("Lease") dated January , 2025, the terms of which are incorporated herein by reference, for the lease by the Landlord to the Tenant of the premises described in the Exhibit "A" attached hereto, (the "Leased Property"). This Memorandum is executed pursuant to the provisions contained in the Lease and nothing contained herein shall be deemed to, in any way, amend, modify or supersede the terms of the Lease, which terms remain in full force and effect. In the event of any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail. The current term of the Lease shall commence on February 1, 2025, for a period of one (1) year. After the initial term, the Lease shall automatically renew for one (1) year periods until January 31, 2035, if not terminated earlier by either party. In addition, Tenant has a Right of First Offer for any space on the Leased Property not leased by Tenant.

Upon termination of the Lease, Tenant shall execute and deliver to Landlord for recording, a termination of the Lease and a release and cancellation of the Lease and of any and all interest in the Leased Property.

Signed by Tenant this day of Jar	nuary, 2025.
Signed in the presence of the following witnesses:	SENDMEMISSIONS, INC., a Florida not-for-profit corporation,
Print Name:	By: Jamie Davis-Samuels, President
Address:	
Print Name:	
Address:	
STATE OF FLORIDA COUNTY OF	
physical presence or \square online notarized Davis-Samuels, President of SEN corporation, who \square is perfectly in the perfect of the president of the perfect o	ENT was acknowledged before me by means of zation, this day of January, 2025, by Jamie DMEMISSIONS, INC., a Florida not-for-profitersonally known to me, or produced as identification.
[AFFIX NOTARY SEAL]	Notary Public Signature Print Notary Name: My commission expires:

[Memorandum of Lease-Tenant's Signature Page]

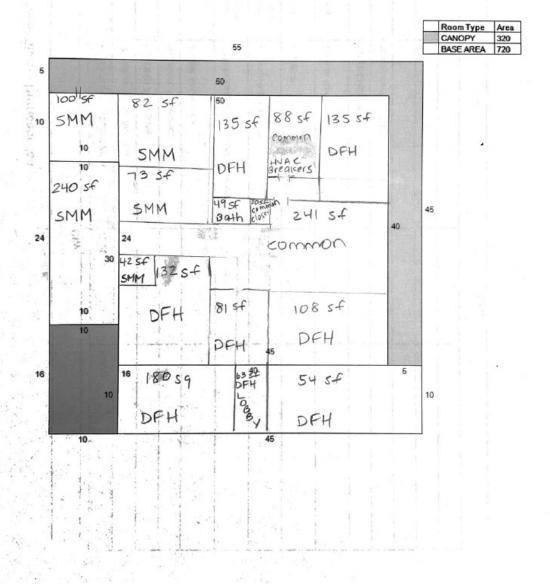
Signed by Landlord this day of January	y, 2025.
Attest:	City of Wauchula, a Florida municipal corporation
Stephanie Camacho, City Clerk	By: Richard K. Nadaskay, Jr., Mayor Date: January, 2025
Address:	
Print Name:	
Address:	
APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA, ONLY	
Kristie Hatcher-Bolin, City Attorney One Lake Morton Dr. Lakeland, FL 33801	
STATE OF FLORIDA COUNTY OF	
physical presence or online notarization	vas acknowledged before me by means of , this day of January, 2025, by Richard uchula, a Florida municipal corporation, who
[AFFIX NOTARY SEAL]	Notary Public Signature Print Notary Name: My commission expires:

[Memorandum of Lease-Landlord's Signature Page]

EXHIBIT "A"

303 West Main St.

398	SF	=	Common	areas
537	SF	=	SMM (38%)
			DFH (



ORGANIZATION NAME	MATION Main Street Wau	chula, Inc.			
CONTACT NAME:	The section Albertains				
MAILING ADDRESS: _	107 E. Main Street				
		ST:FL	ZIP: _	33873	
WORK/HOME PHONE:	863-767-0330	CELL PHONE: 863-			
EMAIL ADDRESS:jr	newman@cityofwauchula.con	n			
EVENT INFORMA EVENT NAME:	TION Hometown Happy Hour				
DATE(S): 1/31/25	EVENT TIME: START 5:00pr	TEND 8:00pm SET UP: STA	ART	_ ATTENDANCE: _	125
PURPOSE OF EVENT: _	Promote the downtown bus	inesses.			
EVENT LOCATION:	Vauchula Auditorium ☐ Heri	tage Park	e(s) (please	mark desired closure	s on map)
BASE EVENT FEES					
	\$25.00 + tax \$500.00 full/ \$250 half + ta				nspection
	pe assessed depending on the			_	•
*Event fees may be re	duced at the discretion of the	City.			
EVENT CHECKLIST	Γ				
	ation at least 3 months prior to	the event.			
	eneral Liability Insurance listing	•			
• • • •	OTE: Event insurance requirer	-	_		
	the City. Waivers will not be is ol – Proof of approved Florida				
	erage & Tobacco Application (for	-		-	
	t., Park Trammel Bldg., Suite S				
	ibuting alcohol – A detailed saf	• •	_	n the application; i.e	:. I.D.
	oring of consumption, containe endors – Copy of vendors Gen			ting City of Wauchu	la as
~	ured or if vendor is a not for pr	•		2 3 2.1, 2	
~	y vendors such as inflatables, r	• •	of vendors	General Liability In:	surance -
\$1,000,000 lis	ting City of Wauchula as additi	onai insured.			

□ Submit AV quote from Hardee County Players if using their services.

EVENT DETAILS

CITY FACILITIES TO BE USED,	•	AND EVENT ACTIVITIES –	
PLEASE CHECK ALL THAT API			
☐ Heritage Park & Pavilion	☐ Kids Activities (inflatal	•	oms
☐ Auditorium	☐ Street Closure(s)***	□ Band/DJ□ Parade	
Alcohol Sales/DistributionFood Vendors	□ Police□ Art & Craft Vendors	□ Parade□ Merchandise Vendors	
☐ Trash Collection (during ever		☐ AV System (auditorium only)*	*
renters may contact Hardee County	Players to coordinate use and access to the Heritage Park Pa	facility renters. For use of auditoriun fees or renters may supply their own avilion soundbox and speakers. the application	
ADDITIONAL EVENT DETAILS Attendees will stroll Main Street a		sses, enjoying shopping, food, friend	ls, and creating
memories.		, , , , , , , , , , , , , , , , , , , ,	
Damage/Clean Up Statemer	\mathbf{t} : Any organization that hol	ds a special event will be responsible	for any area that
Organizations will be financially res Failure to properly clean event are deposit refund (up to 100%) and ass	ponsible for any damage to a(s) and/or damage occurre essment of additional fees. ULA on an individual event b	n the event area immediately follo the event area that occurs during the d to the event area(s) will result in Organizations assessed fees during of asis. All fees must be paid to CITY O	ne event. NOTE: forfeiture of the or after the event
Application Process: Submittadenial will be given after a full review		guarantee approval to hold the evol.	ent. Approval or
I have read and understand the info have filled out the application to the		ication and what is required of me/nertify that it is accurate.	ny organization. I
Jessica Newman		12/19/24	
Print Name	·h	Date	
Signature		_	



MAINSTR-46 JBENNETT

DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE 12/17/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	his certificate does not confer rights t				ich end	lorsement(s).		require an end	orsemen	L AS	tatement on
	DUCER				CONTA NAME:						
	ury, Donnelly & Parr, Inc. Commerce St.				PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071				685-3071		
	timore, MD 21202				E-MAIL ADDRE	SS:					1
						INS	URER(S) AFFOR	RDING COVERAGE			NAIC #
					INSURE	RA: Contine	ntal Casua	Ity Company			20443
INS	JRED				INSURE	R B :					
	Main Street Wauchula				INSURE	RC:					
	P.O. Box 1162 Wauchula, FL 33873				INSURE	R D :					
	Wadendia, FE 33073				INSURE	RE:					
					INSURE	RF:					
				E NUMBER:				REVISION NUM			
II C	HIS IS TO CERTIFY THAT THE POLICI VICICATED. NOTWITHSTANDING ANY F VERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	REQU PER	IREMI TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFOR	N OF A DED BY	NY CONTRAC 7 THE POL I CI	CT OR OTHER ES DESCR <mark>I</mark> BI	DOCUMENT WIT	TH RESPE	CT TO	WHICH THIS
INSF LTR			SUBR			POLICY FFF	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD			(WIWI/DD/1111)	(WIWI/DD/1111)	EACH OCCURREN		\$	1,000,000
	CLAIMS-MADE X OCCUR	X		4029386607		3/10/2024	3/10/2025	DAMAGE TO RENT PREMISES (Ea occ	ED	\$	1,000,000
		^						MED EXP (Any one		\$	10,000
								PERSONAL & ADV		\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREO		\$	2,000,000
	X POLICY PRO-							PRODUCTS - COM		\$	2,000,000
	OTHER:									\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	ELIMIT	\$	
	ANY AUTO							BODILY INJURY (Pe	er person)	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Pe	er accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMA((Per accident)	GE	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE	1						AGGREGATE		\$	
	DED RETENTION \$							PER	OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDE		\$	
	If ves, describe under							E.L. DISEASE - EA			
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	LICY LIMIT	\$	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC			D 101, Additional Remarks Schedu	ile, may b	e attached if more	e space is requir	ed)			
City	of Wauchula is listed as an additional	msuf	c u								
CE	RTIFICATE HOLDER				CANC	CELLATION					
<u> </u>	IN IOATE HOLDER				CANC	JELEM HON					
City of Wauchula 126 S. 7th Ave. Wauchula, FL 33873			THE	EXPIRATION	DATE TH	ESCRIBED POLIC EREOF, NOTICI Y PROVISIONS.					
					AUTHO	RIZED REPRESEI	NTATIVE				



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF ALCOHOLIC BEVERAGES & TOBACCO ODP APPLICATION# 196930 FILE # 54776

TEMPORARY LICENSE/PERMIT

EFFECTIVE DATE: January 31, 2025 EXPIRATION DATE: January 31, 2025

DATE RECEIPT NBR FEE LICENSE NBR SERIES CLASS

12/19/2024 248514906 \$25 ODP3500101 ODP

NON-TRANSFERABLE, DISPLAY CONSPICUOUSLY, VALID ONLY FOR THE DATE AND PLACE INDICATED

HOMETOWN HAPPY HOUR MAIN STREET WAUCHULA, INC. 107 E. MAIN STREET DOWNTOWN WAUCHULA WAUCHULA, FL 33873

CONTROL NUMBER: 33656282

DISPLAY AS REQUIRED BY LAW

Bad Debt Write-Off

Reason	# of Accounts	Amount Owed		
□ Commercial		4	948.78	
Reduced or Waived Deposit		1	280.33	
Bankruptcy		3	668.45	
■ Residential		129	30,276.03	
Deceased		5	517.49	
Cut For Non-Payment		42	14,706.32	
Deposit Did Not Cover Final Usa	ge	66	10,906.83	
Reduced or Waived Deposit		15	3,869.13	
Refunded for Excellent Credit		1	276.26	
Grand Total		133	31,224.81	

ACCOUNT NO	SERVICE ADDRESS	ACCOUNT TYPE	BALANCE
10-10100-01	3239 GRIFFIN WHIDDEN RD	Residential	1,407.41
01-08606-00	711 E GREEN ST	Residential	1,201.34
02-00925-21	405 E MAIN ST	Residential	941.72
01-06401-30	817 E MAIN ST 5B	Residential	863.96
05-02303-14	309 GOOLSBY ST	Residential	762.93
04-02100-04	730 LA PLAYA DR	Residential	690.52
10-06250-00	1306 CITRUS ST	Residential	683.26
06-01525-02	610 N OH AVE	Residential	610.24
11-21530-27	1007 S 9TH AVE 3	Residential	585.18
05-08035-27	119 N 10TH AVE B	Residential	573.23
09-02200-15	506 S 11TH AVE	Residential	552.98
03-12775-20	207 N 8TH AVE F	Residential	511.21
04-00380-10	325 RIVERCHASE CIR	Residential	464.98
07-19500-01	527 S 6TH AVE	Residential	447.66
04-01010-37	130 E TOWNSEND ST	Residential	421.56
02-00175-40	303 E MAIN ST	Residential	421.31
09-05720-24	718 SANDPIPER DR 13	Residential	419.66
10-07090-01	1026 BRIARWOOD DR	Residential	408.16
11-22800-12	1152 DOWNING CIR	Residential	401.08
04-00205-19	352 RIVERCHASE CIR	Residential	395.91
09-01905-07	511 PEACE DR	Residential	390.92
01-18000-13	117 S 3RD AVE	Residential	377.87
05-08030-27	119 N 10TH AVE A	Residential	374.17
09-00200-01	509 W ORANGE ST	Residential	368.49
11-21630-16	1023 S 9TH AVE 11	Residential	367.11
07-20055-07	635 S 5TH AVE D108	Residential	361.94
11-10645-07	425 AMANDA LN	Residential	358.49
07-17910-11	1040 MAKOWSKI RD 11	Residential	355.66
11-21598-31	1019 S 9TH AVE 9	Residential	354.02
01-08715-00	706 E GREEN ST	Commercial	349.89
02-11401-12	405 HEARD BRIDGE RD	Residential	344.86
01-07902-28	619 E GREEN ST	Residential	344.17
04-02155-04	741 LA PLAYA DR	Residential	339.74
01-11301-18	710 SAUNDERS ST	Residential	334.25
09-05761-05	1032 HUMMINGBIRD LN 17	Residential	334.23
11-22860-09	1141 DOWNING CIR	Residential	328.60
07-16303-28	1020 MAKOWSKI RD 32	Residential	315.30
04-00835-17	700 E TOWNSEND ST 23	Residential	315.07
07-20034-07	635 S 5TH AVE C103	Residential	311.90

01-08721-00	704 E GREEN ST	Commercial	309.44
07-20101-12	635 S 5TH AVE G106	Residential	308.81
05-03350-01	405 W SOUTHERLAND ST	Residential	307.48
01-13187-29	608A E BAY ST	Residential	306.71
07-20077-09	635 S 5TH AVE E206	Residential	303.07
08-00701-14	215 S 8TH AVE	Residential	292.12
06-01995-15	219 N IN AVE	Residential	282.78
02-05626-20	510B E OAK ST	Residential	280.41
13-06703-00	421 N 6TH AVE	Commercial	280.33
09-05990-03	1063 WILD TURKEY LN 52	Residential	278.87
08-05800-19	816 S 9TH AVE	Residential	276.47
04-00385-09	323 RIVERCHASE CIR	Residential	276.26
02-11200-04	415 HEARD BRIDGE RD	Residential	275.48
07-06654-19	1051 DOWNING CIR 105	Residential	272.50
07-11200-24	222 W SHORT ST	Residential	261.92
01-08704-24	708 E GREEN ST	Residential	250.38
02-00925-20	405 E MAIN ST	Residential	245.98
01-06480-00	109 INGLIS WAY	Residential	231.60
07-20029-07	635 S 5TH AVE B206	Residential	229.60
06-01519-02	830 W AL ST	Residential	218.09
11-01080-07	366 MARTIN L KING JR AVE	Residential	210.67
02-00325-30	105 N 3RD AVE A102	Residential	210.20
04-02205-07	767 LA PLAYA DR	Residential	189.49
07-20006-18	635 S 5TH AVE A107	Residential	188.58
04-01232-07	827 E OAK ST 103	Residential	185.06
09-05900-21	1051 WHOOPING CRANE 43	Residential	172.27
04-00150-20	723 E OAK ST	Residential	170.35
01-10809-19 09-05761-04	407 S TULANE AVE 1032 HUMMINGBIRD LN 17	Residential Residential	167.93 167.28
07-20094-07	635 S 5TH AVE F207	Residential	165.23
05-03148-04	1013 N 9TH AVE	Residential	163.23
05-03148-04	604 W KY ST	Residential	148.66
04-00295-22	373 RIVERCHASE CIR	Residential	144.45
07-06691-17	1051 DOWNING CIR 109	Residential	138.92
07-20005-13	635 S 5TH AVE A106	Residential	135.54
07-20001-13	635 S 5TH AVE A102	Residential	128.79
05-12901-03	103 N FL AVE	Residential	128.24
10-10100-02	3239 GRIFFIN WHIDDEN RD	Residential	126.80
09-05782-15	1036 HUMMINGBIRD LN 19	Residential	125.66
03-13830-13	202 W MAIN ST 201	Residential	124.45
07-20026-20	635 S 5TH AVE B203	Residential	122.31
07-20100-07	635 S 5TH AVE G105	Residential	116.19
07-20008-14	635 S 5TH AVE A201	Residential	114.93
01-06289-25	817 E MAIN ST 2B	Residential	114.89
07-20023-09	635 S 5TH AVE B108	Residential	112.79
07-20064-13	635 S 5TH AVE E101	Residential	111.62
14-03005-13	1009 S 6TH AVE LEE'S GARA	Residential	107.35
09-05782-16	1036 HUMMINGBIRD LN 19	Residential	105.39
08-04636-19	308 PEACE DR	Residential	101.11
11-13500-11	410 N OH AVE	Residential	98.57
10-02900-32	489 HANCHEY RD	Residential	97.28
07-14003-18	135 CARLTON ST 49	Residential	95.48
08-03400-25	907 S 8TH AVE	Residential	85.40
07-06421-10	126 W GRAPEFRUIT ST	Residential	82.76
01-06263-29	817 E MAIN ST 1E	Residential	76.39
10-02900-30	489 HANCHEY RD	Residential	76.19

10-03015-32	517 HANCHEY RD	Residential	72.47
08-04636-18	308 PEACE DR	Residential	70.15
08-09110-11	601 S 10TH AVE	Residential	69.97
07-20026-18	635 S 5TH AVE B203	Residential	69.96
10-03845-01	338 STENSTROM RD 223	Residential	69.95
04-00910-10	700 E TOWNSEND ST 37	Residential	69.30
10-03847-01	338 STENSTROM RD 225	Residential	66.73
11-21630-17	1023 S 9TH AVE 11	Residential	66.59
05-03147-04	1011 N 9TH AVE	Residential	63.38
09-05680-29	1022 BLUE HERRON LN 9	Residential	63.14
06-01230-09	706 W TN ST	Residential	62.18
07-20033-09	635 S 5TH AVE C102	Residential	58.01
11-21708-27	1018 S 9TH AVE 5	Residential	56.12
09-03307-19	303 S FL AVE	Residential	52.59
10-03015-31	517 HANCHEY RD	Residential	51.80
11-21350-00	1127 HUSS RD	Residential	47.55
02-00175-39	303 E MAIN ST	Residential	47.24
10-03831-05	338 STENSTROM RD 127	Residential	44.27
04-00140-30	719 E OAK ST	Residential	39.40
11-21670-22	1010 S 9TH AVE 1	Residential	38.25
04-00345-14	345 RIVERCHASE CIR	Residential	37.46
04-01233-09	827 E OAK ST 102	Residential	37.37
01-06417-30	817 E MAIN ST 5C	Residential	32.92
10-03831-07	338 STENSTROM RD 127	Residential	28.96
10-08801-04	3207 W MAIN ST	Residential	28.03
07-20039-12	635 S 5TH AVE C108	Residential	26.74
07-15009-17	125 CARLTON ST 40	Residential	26.26
01-08716-09	202 S WALTON AVE	Residential	21.93
04-00735-13	700 E TOWNSEND ST 3	Residential	21.24
04-02115-04	731 LA PLAYA DR	Residential	19.36
04-02070-06	724 LA PLAYA DR	Residential	19.27
02-00175-42	303 E MAIN ST	Residential	15.02
11-09700-03	242 GARDEN DR	Residential	14.96
10-03844-04	338 STENSTROM RD 222	Residential	12.27
08-07513-03	910 S 10TH AVE	Commercial	9.12
05-10250-19	604 W KY ST	Residential	3.82
07-20022-15	635 S 5TH AVE B107	Residential	0.92
09-05680-28	1022 BLUE HERRON LN 9	Residential	0.44

TRK71
2014 F150 Pickup
VIN# 1FTMF1CM6EFB74180







TRK2
2012 Freightliner with New Way Rear Loader Body
VIN# 1FVACXDTXDHFB6904











TRK29
1989 F800 4x4 with Altec Auger Body
VIN# 1FDXK84A4KVA16889









TRK81
2016 F150 4x4 Pickup
VIN# 1FTMF1E83GFC00737









January 3, 2025

City of Wauchula City Commission 126 S 7th Avenue Wauchula, FL 33873

Dear City Commissioner:

The Commission recently approved an Invitation to Bid (ITB) for the hauling and disposal of wastewater residuals. The ITB was subsequently advertised on the City's website and DemandStar. The City received two bids on December 12, 2024.

Bids were received from T. Wayne Hill Trucking Inc. and Appalachian Materials Services. After reviewing the bids, staff recommends that the City Commission award the bid to Appalachian Material Services.

Respectfully,

Olivia Minshew City Manager John Eason Dlivia Minshew Bill Houser

CITY OF WAUCHULA – ITB 24-06 Wastewater Residuals Hauling & Disposal BID OPENING

3:00 PM December 12, 2024

City of Wauchula Administration Building, 126 South 7th Avenue, Wauchula, FL 33873

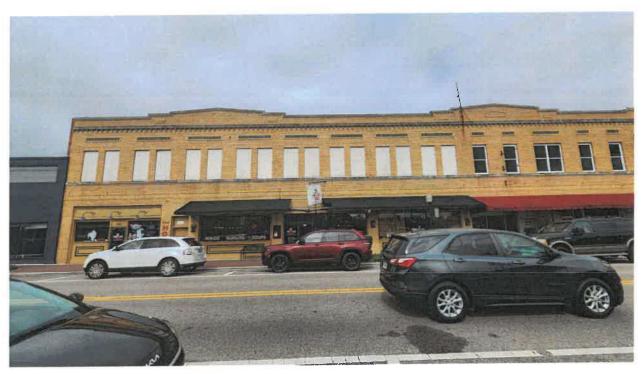
Company	Phone #	E-mail Address	Price per gallon
T. Wayne Hill Trucking In	C		\$0.27
T. Wayne Hill Trucking In Apalachian materials Svc.			\$0.27
1			

CRA SUMMARY - 216 - 222 W. Main

	Quote 1	Quote 2	Quote 3
Paint	\$4,250	\$4,290.66	\$1,700.00
Electric	\$19,500	\$21,500.00	\$20,750.00
Plumbing	\$9,900	\$14,000.00	\$15,000.00
Awning	\$7,486		
Sign (letters)	\$17,420	\$13,580.00	\$4,590.00
TOTAL (highest \$s)	\$65,697		
Assessed Value	Parcel 1	Parcel 2	
	\$535,126	\$319,669	8%
SCORING CRITERIA			
Private Contribution	5		
Project Type	0		
Utilities	0		
Electric	15		
Plumbing	15		
Façade	20		
TOTAL	45		
Cap Award	\$25,000		

Community Redevelopment Agency Revitalization Program APPLICATION

Date Rec'd	
Score	
Award	





APPLICATION FOR A BETTER MAIN STREET

Our vision:

First part of this project is to divide the building into 3 different and independent businesses, which in this application we only consider the middle side of the building. We propose to fix the Awning using a completely new fabric, re-paint the wood of the building using the same colors, straight up the existing structure for the sign and replace it for the new restaurant that will be opening soon. Also, attached to this application we will add an extended explanation of the plan with concepts, pictures of the actual building look, estimates from professionals, and any other requirement that MAIN STREET WAUCHULA office solicited.

Where the money go:

AWNING:

Since hurricane Milton hit Wauchula with strong wind and rain last October, our awning has suffered damage that needs to be fixed, not only for the benefit of the business we own but because the town deserves to have a vibrant and good looking Main st that remind everyone either local or not of the beauty of Wauchula.

The new awning fabric will be BURGUNDY color by the company TAMPA BAY AWNING, they are the only company that has answered our request on time with a great service.

https://www.sunbrella.com/sunbrella-shade-burgundy-4631-0000c

SIGN:

Our cool flag looking sign has been attractive for people who enjoy a walk on Main st and those who decide just to drive by the town. While for others a sign is just something to show the name of your business, for us it is the way we attract the people to our town.

We want to fix the structure and relocated a few feet away from the original ubicacion.

The design won't be too different from the one we have now, we want to fix the structure where the sign is hanging and then switch the title to the new restaurant name and logo.

All of that will be provided by DICOMEX, a company that has been helping the hispanic community to grow their businesses.

PAINT:

Because every single detail matters, we want to give a fresh layer of paint, together with the previous upgrades proposed this is equally important to bring back the beauty of the building on Main st, the paint color will still be the same, or one advised by the committee, only to renew the view of the building as well as Main st.

We were surprised how fast and quick this company answered our request. Even more surprising is the fact that we are helping a local to grow his company. They are A&C PAINTING and his energy, fast response and the fact of having a local helping us to make this idea come true feels right.

ELECTRICAL:

As we work on making our outside look better, we upgrade the inside as well. With the help of an amazing team of contractors Marin Electrical Systems LLC we will renovate the entire interior but those changes come with a large amount of electrical work that needs to be done.

- Dedicated outlets for heavy duty equipment
- wire the building for new outlets around the front of the house
- General lighting
- Task lighting
- accent lighting
- additional integration of switches
- additional wire for POS system

PLUMBING:

From the hand of a license contractor who works independently, comes the redesign of a kitchen for better efficiency. Installing new sinks and pipes to redistribute the kitchen area to maximize space.

RESTORING AN HISTORIC BUILDING:

Everything mentioned before is for the only reason to give 216 W Main st a fresh look, without taking away the natural beauty of the building, restoring the paint to the original essence and cleaning the characteristic brick to bring back the old good times.

THE ECONOMY:

By giving us the opportunity and economic impulse to do better, we are hiring other professionals giving back to our community by letting the money flow from business to business, next we list the companies and people that we have the opportunity to work with in case we get awarded with the Grant.

Our team:

- Tampa bay awning
- DICOMEX
- A&C Painting
- Plumer
- Marin Electrical Systems LLC

After many day of trying to get quotes from companies around the area and some even faraway I realize that the reason why every company is so busy is because the surrounded areas, town and cities are growing in a complete different level, that give us the sign that we needed to invest in our town to reach the economic level of many other towns along the US-17. Unfortunately for someone who has started the process of application with short notice right after moving here is a problem. Companies and contractors around haven't been added to this document because their availability time was starting next year and for the purpose of this grant those were impossible. I hope the board understands the situation that we just explained and forgive us this one time. Thanks.

COMPANIES WE HAVE CONTACTED:
AWNING
☐ SURFSIDE AWNING
☐ COVER UP AWNING
☐ AWNING WORK INC
☐ PARKER'S CUSTOM CANVAS & AWNING
• SIGN
SOUTHERSIGNS
☐ TAMPA SIGNAGE COMPANY
☐ FLORIDA SIGN COMPANY
☐ KULA SIGN
☐ FASTSIGNS
 GENERAL CONTRACTOR(ELECTRIC, PLUMBING)
☐ Block Construction Enterprises LLC
☐ LONESTAR
☐ ALL STAR BUILDERS
□ OAKWOOD CONSTRUCTION
☐ TOP NOTCH
☐ TAMPA BAY GENERAL CONTRACTORS
☐ RHINO CONSTRUCTION
PAINTING
☐ LONESTAR
☐ DECO PAINTING
☐ HP PAINTING LLC

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 573700 2024

R 03-34-25-0200-00021-0019

REAL ESTATE TAX/NOTICE RECEIPT FOR HARDEE COUNTY

IF PAID IN	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH
TOTAL DUE	\$10799.33	\$10911.82	\$11024.31	\$11136.81	\$11249.30

AD VALOREM TAXES

TOTAL AD-VALOREM:		\$10,197.30
SWFWMD WATER DIST	.00019090	\$102.16
CITY-WAUCHULA	.00518600	\$2,775.16
SCHOOL-LOCAL BRD	.00224800	\$1,202.96
SCHOOL-STATE LAW	.00303600	\$1,624.64
COUNTY	.00839500	\$4,492.38
TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - FIRE PROTECTION	\$1,052.00
TOTAL NON-AD VALOREM:	\$1,052.00

COMBINED TAXES & ASMTS:

DISCOUNT:

UNPAID BALANCE:

CONTRERAS GIOVANNA GABRIELA LO 307 BEN AVON DRIVE TAMPA, FL 33617

0.117 ACRES 0.117 AC

COM SW COR OF BLK 17 RUN N 77ø

38' 03" E

ALONG S LINE OF BLK 17 148.75

ESPINOZA DANIEL HOSHI

FAIR MKT VALUE	\$535,126.00	DIST	902
ASSESS	\$535,126.00	EXEMPT VALUE	\$0.00

\$10,799.33 TAXABLE VALUE \$535,126.00

Exemptions:



Property Address:

216 W MAIN ST WAUCHULA 33873

Tax Roll Property Summary

\$11,249.30

-\$449.97

Parcel	Roll Type	Year	Original	Gross Tax	Original	Assessments	Date Paid	Amount Paid	Total Unpaid
0334250200000210019	R	2024	\$10,197.30		\$1,052.00		N/A	\$0.00	\$10,799.33
0334250200000210019	R	2023	\$9,060.11		\$946.80		12/18/2023	\$9,706.70	\$0.00
0334250200000210019	R	2022	\$8,341.36		\$894.20		12/18/2023	\$10,550.89	\$0.00
0334250200000210019	R	2021	\$6,520.73		\$894.20		12/1/2021	\$7,118.33	\$0.00
0334250200000210019	R	2020	\$6,099.91		\$1,998.80		10/19/2021	\$9,249.35	\$0.00
0334250200000210019	R	2019	\$5,757.57		\$1,683.20		12/1/2020	\$8,494.65	\$0.00
0334250200000210019	R	2018	\$4,849.23		\$1,683.20		N/A	\$0.00	\$0.00
0334250200000210019	R	2017	\$4,561.10		\$1,683.20		3/15/2018	\$6,244.30	\$0.00
0334250200000210019	R	2016	\$4,632.62		\$1,367.60		N/A	\$0.00	\$0.00
0334250200000210019	R	2015	\$4,403.07		\$1,367.60		3/14/2018	\$6,593.09	\$0.00

ESTIMATE

AB Painting 1140 S Florida Ave Wauchula, FL 33873 hameyenterpriseslic@gmail.com +1 (941) 518-4782

Bill to

Main St Bistro 216 w Main street wauchula 33873

Estimate details

Estimate no.: 1038

Estimate date: 11/23/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Exterior	Painting the wood areas on exterior of the building.	1	\$4,250.00	\$4,250.00
			Includes any and all preparations necessary to the surfaces being painted. Such as scrapping and removing any loose paint or debris, wood filling where needed, caulking any joints in the wood area. Includes masking off of all areas not			
			being painted. Price to include all labor plus materials.			
			Total		\$	4,250.00

Accepted date

Accepted by



RECIPIENT:

Alejandro Farfan

216 West Main Street Wauchula, Florida 33873

Quote #26	
Sent on	Dec 13, 2024
Total	\$4,290.66

Product/Service	Description	Qty.	Unit Price	Total
MAIN PLAZA BISTRO	We will be replacing two damaged wood trims. Furthermore, we will be applying caulking and painting using the new color. This service included both labor and materials	208.44	\$8.22002	\$1,713.38
PRINCIPAL IZQ VENTANAL	We will apply caulk and putty, followed by painting in a new color. This service includes both labor and materials.	136.2	\$8.15999	\$1,111.39
PRINCIPAL DER MAIN ENTRENCE	We will apply caulk and putty, followed by painting in a new color. this service included both labor and material.	161.25	\$7.35002	\$1,185.19

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal
STATE AND LOCAL
(7.0%)
Total

\$4,290.66
\$280.70
\$4,009.96



alejandro farfan <realjanus.llc@gmail.com>

Painting job

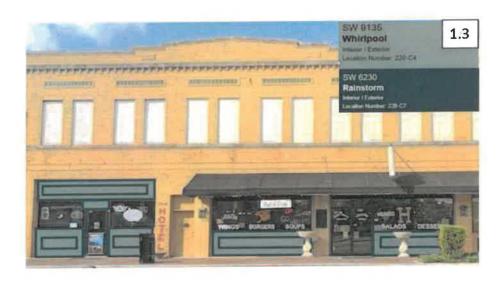
1 mensaje

Ramon Torres Jr <ramontorresjr13@icloud.com>

Para: Realjanus.llc@gmail.com

12 de diciembre de 2024, 13:32

Good afternoon, it's Ramon Torres with exclusive painting services I believe you spoke with my father about your restaurant need a paint job.Im thinking it's going to be a 3-4 days of work out there.We're a small company so we will charge 1700\$ with the paint and material included, if that is okay with you.Looking forward to your email.Have a great rest of your day!







Marin Electrical Systems LLC

Electrical Contractor Commercial and Residential EC 13009611 1886 Sherwood Lakes Blvd Lakeland, FL 33809 (863)409-3010 Vammarin81888@gmail.com

Dear Giovanna Loyola

Marin Electrical Systems LLC is pleased to provide you with our proposal and scope of work at the job located address indicated below:

Main Plaza Bistro Bar

222-216 W Main St Wauchula Fl 33873.

For the sum of \$19,500.00.

This Proposal includes the following:

- 1. New Heavy duty Appliance outlets and required circuits.
- 2. New outlets Infront of building and required circuitry.
- 3. Installation of new lighting and switches as instructed by the building manager.
- 4. New sign light circuit.
- 5. Removal and clean up awning power live circuit moving to safe location.

This proposal excludes the following:

- 1. Framing Repair.
- 2. Drywall repair.
- 3. Paint repair.
- 4. Utilities.

Should you have any questions do not hesitate to contact me.

Sincerely,

Victor Marin

Giovanna Loyola

Vammarin81888@gmail.com

(863)409-3010

Please make all checks payable to Marin Electrical Systems LLC



Lakeland, 17 December de 2024

MAIN PLAZA BISTRO BAR 222- 216 W Main St Wauchula FI 33873.

Estimate of \$21,500.00 the proposal includes the following:

- 1. New heavy duty appliance outlets and circuits required.
- 2. New outlets in front of the building and related circuits.
- 3. Installing new lighting and switches as directed by the building manager.
- 4. New signaling light circuit.
- 5. Remove and clean the live power circuit from the awning and move it to a safe location.
- 6. Frame, drywall and paint repair

/////

CORDIALLY

CRISTHIAN PAEZ

OWNER

1/2/25, 11:18 AM Gmail - MAIN PLAZA



alejandro farfan <realjanus.llc@gmail.com>

MAIN PLAZA

office@airandelectricalservices.com <office4aes@gmail.com> Para: alejandro farfan <realjanus.llc@gmail.com>

16 de diciembre de 2024, 6:52

Good morning,

As we spoke on the phone, our engineer has reviewed the proposal along with the conditions of your property and has estimated a total cost of \$20,750.00 for the services required.

[El texto citado está oculto]

נסנסלט ו .manumer Invoice SOLD TO ADDRESS Main Plaza BISTIOBE ADDRESS CUSTOMER ORDER NO. III- 22.24 Replace drain pipe From Quesse To-ap to the Free Compartment Sink water lines with cpuc pipe, From The Side Wall, Run pipe, From The Side Wall, To the Three Compartment sink P2+15 2Nd 1260x Cla Ve/ Plumbin LLC 813-270-36 78 Longo Cloud



Plumbing Contractor Davy Schroeder 312 Swift Ave, Sebring, FL 33870 (863) 381-5665

To Alejandro Farfan

Quote propose for the business:

MAIN PLAZA BISTRO BAR, located at 216 Main St. Wauchula Fl 33873

For the sum of \$14,000.00



alejandro farfan <realjanus.llc@gmail.com>

Main Street plaza remodel

1 mensaje

Roscoe Mosser <roscoemosserpl88@gmail.com> Para: "Realjanus.llc@gmail.com" <Realjanus.llc@gmail.com> 16 de diciembre de 2024, 11:48

Hey this is Roscoe with J Mosser Plumbing. We can replumb you sinks and dish washer from the drain in the closet and add a drain and water supply for the bar sink by the bathrooms for 15000. Thank you this price includes all pipe and fittings

Get Outlook for iOS



QUOTE Q2596

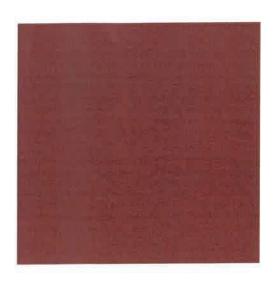
"Main Plaza"
November 12, 2024

Prepared by Candace Walz Candace@tampabayawning.com

Tampa Bay Awning 3902 Corporex Park Dr Suite 350 Tampa, Florida 33619 phone (813) 261-0202 www.tampabayawning.com

Bill To Alejandro Sarsan Main Plaza 216 W Main St Wauchula, FL 33873 Billing Contact Alejandro Sarsan Main Plaza main.plaza@outlook.com cell (970) 987-7211 Installation Address 216 W Main St Wauchula, FL 33873

Qty	Description					Price
1	Recover Awning(s)					\$5,084.00
-	Description					
	Style: Traditional					
	Dimensions					
	Width: 60' 0", Overall Height: 36", Projecti	on: 6' 0"				
	Fabric					
	Brand: Sunbrella, Color: Black					
	Decorative Valance					
	Style: Straight , Height: 8, Braid Color: Wh	iite				
1	Installation					\$2,402.00
Notes						No Tax
	lla Fabric Carries a 10-year Limited Manu	facturer's			Total	\$7,486.00
Warrai		1	50%	Deposit	due at time of order	\$3,743.00
Thread	Warranty: All Gore Tenera Thread Lasts	ше		-		\$3,743.00
Lifetin	ne of the Awning Fabric		50%	Balance	due upon completion	\$3,743.00
Quotes e not be is: Tampa B By signir responsil willful m customer original c engineer	s and Conditions kpire after 90 days. Buyer acknowledges that they are pursued. Any alterations requiring additional work from Tampa Awning, LLC. retains ownership of the product and mange this agreement, the customer grants Tampa Bay Awning lee for any damage caused to the building or structure durisconduct on the part of Tampa Bay Awning, LLC. In such from any claims arising from such damage. The customer condition. In the event of non-payment, the buyer is responding fees are additional unless explicitly listed in the quote pany Rep: Name	pa Bay Awning,	LLC. with anufact to repose or removed ay Awn to be for re-	ill result in an a ure the items d ssess the produ val of the produ ing, LLC. agre epairing any da	additional charge over the amole escribed above until the balanc ct upon non-payment. The custon act, except in cases of gross neg es to indemnify and hold harmle amage to restore the building on	int quoted. e is paid in full. omer is ligence or ess the structure to its
Cust	Name Si	gnature			Date	



DICOMEX

PH: 941 -465 -9758 P.O. BOX 51328 DATE

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5% - 10% OVER – UNDER RUN CONSTITUTES A COMPLETE ORDERS

DICOMEX

PH: 941 -465 -9758 P.O. BOX 51328 DATE

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INPRINT COLOR

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LARGE 3D LETTER FOR SIGNING BUILDING	FREIGHT	
	TAX	1
	TOTAL	2468
	DEPOSIT	
	BALANCE	

5% - 10%

OVER - UNDER RUN

CONSTITUTES A

COMPLETE ORDERS



Iron Thrills LLC.
121 Caladium Row
Sebring, Florida 33870-9001
United States
Clutch@ironthrills.com
Phone: 863-225-4667
Company ID: Iron Thrills LLC

Price Quote: #1292417 Issued on: Jan 2, 2025 Expiry Date: Jan 31, 2025

TERRAMEX

Alejandro Farfan realjanus.llc@gmail.com 970-987-7211

Product or Service	Price	Quantity	Line Total
Terra Mex Approx. Dimensions 30" x 168" Material - Aluminum Finish - Powder Coat/Automotive grade paint Color - Light Green, Dark Greed, Red Lighting - Hanley LED (Backlit Soft White) Description - Curved middle feature backed with white acrylic. Backlit (Mexican Restaurant) with light shining above at the base of Terra Mex in front and behind letters.	\$10,780.00	1	\$10,780.00
Installation (Terra Mex) letters offset from wall and mounted to base to limit the number of mount points interfacing with the historical building. Installation (does NOT include electrical services beyond connecting sign to pre installed outlet. Max 3ft.)	\$2,800.00	1	\$2,800.00

Subtotal \$13,580.00

Total Price:

\$13,580.00

Notes

A minimum 80% deposit is required to get started. Estimated turn around is 4 to 6 weeks from the date of deposit.

Legal Terms

Due to the custom nature of our all metal signage there will be No Refunds.



alejandro farfan <realjanus.llc@gmail.com>

Re: Sign Main Plaza

Mike Souther <mike@southersigns.com> Para: alejandro farfan <realjanus.llc@gmail.com> 19 de diciembre de 2024, 2:14

Hi Alejandro, I'm sorry I missed this one.

We can make those letters out of metal, with 2" thickness, and custom matched colors for \$4590 installed.

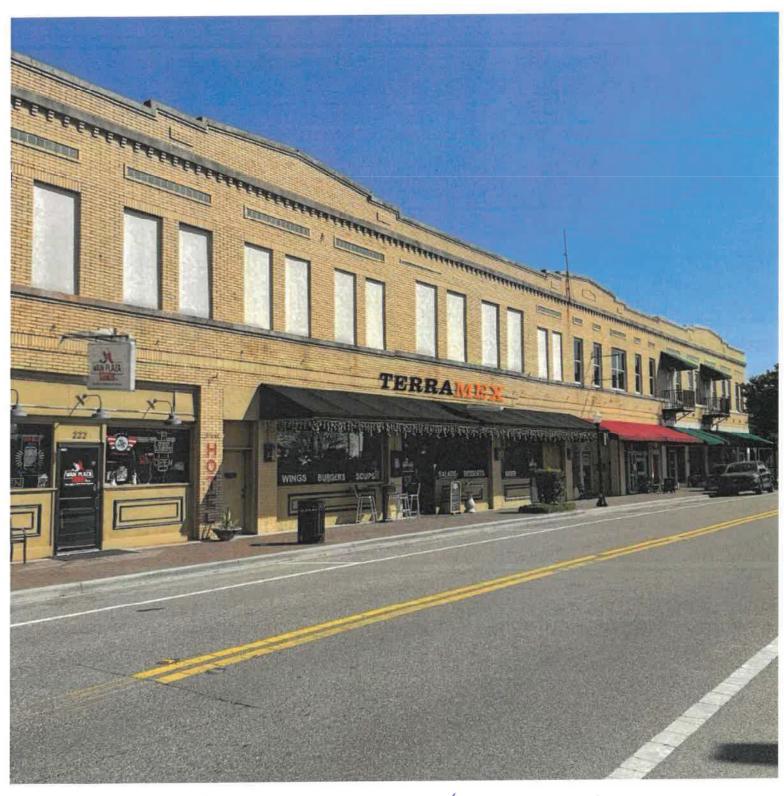
Are you still planning to do anything with the other sign with acrylic panels?

Thanks so much, and sorry again for missing the email.

Mike Souther | SoutherSIGNS 863.243.3984 | southersigns.com

On Nov 15, 2024, at 12:26 PM, alejandro farfan <realjanus.llc@gmail.com> wrote:

[El texto citado está oculto]



- Relocate current hanging sign and redesign - Install New Sign lettering on front wall above awaing