

On Monday, December 2, 2024 at 5:00 p.m., the City of Wauchula Commission met for its regular scheduled workshop.

Nadaskay called the workshop to order.

Commissioners present were Mayor Pro-Tem Neda Cobb, Russell Smith, Mayor Keith Nadaskay, Sherri Albritton, and Gary Smith.

Also present were City Manager Olivia Minshew, Deputy City Manager John Eason, Assistant City Manager Sandee Braxton, Chief of Police Brandon Ball, Community Development Director Kyle Long, Community Redevelopment Agency Director Jessica Newman, Director of Project Management and Procurement Ward Grimes, City Attorney Kristie Hatcher-Bolin and City Clerk Stephanie Camacho.

Nadaskay gave the virtual meeting statement.

AMI Project Update

Eason provided a brief update on the status of the project.

Rick Garvin & Jesus Gonzalez with Quanta Technology provided a presentation to the Commission, explaining the vendor evaluation process and highlighting key areas from the bids submitted.

AMI Award Recommendation

Included in the AMI project update, the recommendation was to award the project to Core & Main LP.

AAB Appointment Consideration

Eason presented the application for Michael Landskroner for appointment consideration to the Airport Advisory Board.

Ordinance 2024-19 Extending the Suspension of Water & Wastewater Impact Fees

Eason presented the ordinance to the Commission, explaining this was an extension to the current ordinance which was set to expire 2/1/25.

Interlocal Agreement – Use of Animal Shelter

Ball presented the agreement to the Commission which would continue the partnership between Wauchula Police Department and Hardee County Sheriff's Office for use of the animal shelter.

WPD Surplus Vehicles

Ball presented 3 vehicles for surplus as part of the fleet replacement program.

Interlocal Agreement – Use of Tax Increment

Newman presented the agreement between the City of Wauchula, Wauchula Community Redevelopment Agency and Hardee County relating to the use of tax increment to support CRA marketing, the arts, and community events held in Wauchula Community Redevelopment District.

Resolution 2024-27 FEMA Hurricane Milton Grant Agreement

Braxton presented the resolution to enter into a grant agreement with FEMA for Hurricane Milton.

CITY ATTORNEY REPORT

No report given.

CITY MANAGER REPORT

Report given by Minshew.

CITY COMMISSIONER REPORTS

No report given.

With no further business to discuss, Nadaskay adjourned the workshop at 6:12 p.m.

Richard K. Nadaskay, Jr., Mayor

Stephanie Camacho, City Clerk

On Monday, December 9, 2024 at 6:00 p.m., the City of Wauchula Commission met for its regular meeting in the Commission Chambers at 225 East Main Street, Suite 105, Wauchula.

Nadaskay called the meeting to order.

Commissioners present were Mayor Pro-Tem Neda Cobb, Commissioner Russell Smith, Mayor Keith Nadaskay, Commissioner Sherri Albritton, and Commission Gary Smith.

Also present were City Manager Olivia Minshew, Deputy City Manager John Eason, Assistant City Manager Sandee Braxton, Director of Project Management and Procurement Ward Grimes, Chief of Police Brandon Ball, Community Development Director Kyle Long, Community Redevelopment Agency Director Jessica Newman, City Attorney Kristie Hatcher-Bolin, and City Clerk Stephanie Camacho.

Nadaskay declared a quorum.

Approval of Agenda

Albritton motioned to approve the agenda as presented, seconded by Cobb.
All were in favor. Motion carried.

Approval of Minutes from the November 4, 2024 Ethics Workshop and November 12, 2024 Meeting

G. Smith motioned to approve the minutes as presented, seconded by Albritton.
All were in favor. Motion carried.

Nadaskay gave the virtual meeting statement.

PUBLIC COMMENT – NON-AGENDA ITEMS

No comments.

PRESENTATIONS

Employee Years of Service Awards

Minshew presented a list of employees who had recently received milestone awards. Cobb was presented with a plaque and recognized for her years of service on the Commission.

ORDINANCES / PUBLIC HEARINGS

Ordinance 2024-19 Extending the Suspension and Waiver of Water & Wastewater Impact Fees – First Reading

Hatcher-Bolin read the ordinance by title. Albritton motioned to approve the ordinance, seconded by Cobb. All were in favor. Motion carried.

Nadaskay recessed the City Commission meeting and called to order the General Pension Board meeting

Approval of Minutes for September 9, 2024 General Pension Board Meeting

R. Smith motioned to approve the minutes as presented, seconded by G. Smith. All were in favor.
Motion carried.

Quarterly Pension Report

Braxton presented the pension report to the Board. G. Smith motioned to approve the report, seconded by Albritton. All were in favor. Motion carried.

Detailed Accounting Report

Braxton presented the accounting report to the Board. Albritton motioned to approve the report, seconded by Cobb. All were in favor. Motion carried.

COLA Impact Statement

Braxton presented the impact statement to the Board for ordinance 2024-10. G. Smith motioned to approve the impact statement, seconded by Albritton. All were in favor. Motion carried.

Nadaskay adjourned the General Pension Board meeting and reconvened the City Commission meeting

Approval of General Pension Board's Actions

G. Smith motioned to approve the General Pension Board's actions, seconded by Albritton. All were in favor. Motion carried.

CITY MANAGER/NON-CONSENT

Power Cost Adjustment

Minshew presented the November power cost adjustment.

ITB 24-04 Public Works Warehouse Parking Lot Improvements Project Award Recommendation

Grimes presented the recommendation for Commission to award this bid to Cobb Site Development. Albritton motioned to approve the award recommendation, seconded by R. Smith. All were in favor. Motion carried.

ITB 24-05 East Main Street Milling & Repaving Award Recommendation

Long presented the recommendation for Commission to award this bid to Superior Asphalt. Albritton motioned to approve the award recommendation, seconded by Cobb. All were in favor. Motion carried.

Boards & Committee Member Appointments

Minshew explained the updates. G. Smith motioned to approve the appointments, seconded by Cobb. All were in favor. Motion carried.

CONSENT AGENDA

RFP 24-05 AMI Implementation Project Award Recommendation

AAB Appointment Consideration

Interlocal Agreement – Use of Animal Shelter

WPD Surplus Vehicles

Interlocal Agreement – Use of Tax Increment

Resolution 2024-17 FEMA Hurricane Milton Grant Agreement

Cobb motioned to approve the consent agenda as presented, seconded by Albritton. All were in favor. Motion carried.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Report was given by Minshew.

CITY COMMISSIONER REPORTS

Report was given by Cobb.

Nadaskay recessed the City Commission meeting and called to order the Wauchula Community Redevelopment Agency Board meeting

Approval of Minutes from the November 12, 2024 CRA Meeting

G. Smith motioned to approve the minutes as presented, seconded by Cobb. All were in favor. Motion carried.

Revitalization Grant Application for 121-125 W Main St

Newman presented the grant application on behalf of Roy Brown. After much discussion, the Board determined this program permits businesses with open liens from applying therefore they could not process this application request.

Revitalization Grant Application for 216-222 W Main St

Newman presented the grant application on behalf of Main Plaza. After much discussion, the Board requested the applicant obtain 3 quotes, as stated in the application packet, and come back in January for review.

CRA RFP 24-05 Historic Auditorium Renovation Phase II

Newman presented the RFP to the Board. Albritton motioned to approve the bid documents, seconded by Cobb. All were in favor. Motion carried.

Nadaskay adjourned the Wauchula Community Redevelopment Agency Board meeting and reconvened the City Commission Meeting

Approval of the Wauchula Community Redevelopment Agency Board's Actions

Cobb motioned to approve the Wauchula Community Redevelopment Agency Board's actions, seconded by G. Smith. All were in favor. Motion carried.

With no further business to discuss, Nadaskay adjourned the Commission Meeting at 7:26 p.m.

Richard K. Nadaskay, Jr., Mayor

Stephanie Camacho, City Clerk

ORDINANCE 2024-19

**AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA;
EXTENDING THE SUSPENSION AND WAIVER OF WATER AND
WASTEWATER IMPACT FEES UNTIL FEBRUARY 1, 2026;
PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE
DATE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
THE CITY OF WAUCHULA, FLORIDA, AS FOLLOWS:**

SECTION 1. COMMISSION FINDINGS. In adopting this Ordinance and modifying the City Code of Ordinances, the City Commission of Wauchula, Florida, hereby makes the following findings:

(1) The City is authorized, pursuant to general and special law and its home rule powers contained in statutes and the Florida Constitution, to own, operate, provide and extend central water, wastewater, and reclaimed water services both within and without the City of Wauchula, Florida.

(2) The City operates, controls, and manages an exclusive water, wastewater, and reclaimed water service area both within and without the City limits.

(3) The City has determined that development at urban level densities should be served by a central potable water supply and central wastewater service.

(4) The City has also incurred bonded indebtedness to expand and maintain its central water system and central wastewater system.

(5) Demands for potable water and wastewater capacity led to the construction of new expanded central utilities plant and facilities and extensions of the City's utility system to areas where new customers may connect.

(6) Stringent state and federal water and wastewater treatment and operation standards have been promulgated, and with these increasing costs of constructing central water and wastewater facilities, the City's ability to provide central water and wastewater service within the City may be limited.

(7) The financing of central water and wastewater facilities is complex, requires extensive planning and engineering, and calls for advanced participation by the development community so that adequate public facilities can be provided to meet the impacts of that development.

(8) Impact fees became widespread in Florida during the 1980's when Florida was experiencing rapid growth. The cost of providing the facilities to serve the influx of new residents resulted in a dramatic increases in taxes and utility rates. Additionally, during this time, more stringent environmental regulations were also driving utility rates higher. Municipalities and other governmental entities-imposed impact fees to recover the cost of the new facilities required to serve Florida's rapid growth.

(9) The Florida Supreme Court and the Florida Legislature have mandated that, to be valid, impact fees must meet the dual rational nexus test.

(10) In 1982, the City adopted its first set of water and sewer impact fees, providing that the rate of impact fees would be set by resolution.

(11) On May 8, 2006, the City adopted resolution No. 06-16, which currently controls the water and sewer impact fees levied by the City.

(12) These impact fees were adopted prior to the national economic recession which began in 2008 and which has significantly slowed the growth of the City's utility system.

(13) These fees were also adopted prior to the implementation of section 163.31801, Fla. Stat., which has codified the requirements for establishing a valid impact fee in Florida.

(14) The City received a report from WHH Enterprises that constitutes an impact fee study and that recommended reductions to the City's capital charge structure consistent with the criteria in section 163.31801, Fla. Stat., and in line with other neighboring communities.

(15) For these and other reasons, the City adopted the changes and modifications proposed in Ordinance 2014-06 on June 9, 2014 and suspended and waived the collection of water and wastewater impact fees until May 1, 2015.

(16) The City has full and exclusive authority over the management, operation, and control of all of the City's utilities and the authority to prescribe rules and regulations governing the use of such facilities whenever such are provided by the City, and to make such changes from time to time in such rules and regulations as it deems necessary.

(17) While that moratorium expired, the City continued to waive the collection of water and wastewater impact fees. The City has not collected any such impact fees since the adoption of the original moratorium under Ordinance 2014-06. And in Ordinance 2023-17, adopted on January 8, 2024, the City Commission ratified the past waivers of the collection of water and wastewater impact fees, and extended its suspension and waiver of the collection of water and wastewater impact fees through February 1, 2025.

SECTION 2. EXTENSION OF WAIVER OF COLLECTION OF WATER AND WASTEWATER IMPACT FEES. The City hereby determines to extend its previously adopted suspension and waiver of the collection of water and wastewater impact fees to February 1, 2026.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Policy is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. RATIFICATION OF ORDINANCE 2014-06. Except as expressly set forth in Section 2 hereof, the City Commission hereby ratifies and confirms the validity of Ordinance No. 2014-06.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage.

INTRODUCED and PASSED on first reading in regular session of the City Commission of the City of Wauchula, Florida, this 9th day of December, 2024.

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this 13th day of January 2025. This ordinance was moved for approval by Commissioner_____. The motion was seconded by Commissioner_____, and upon being put to a vote, the vote was as follows:

Commissioner Sherri Albritton

_____ insert yes or no

Commissioner Richard Keith Nadaskay, Jr.

_____ insert yes or no

Commissioner Gary D. Smith

_____ insert yes or no

Commissioner Russell Graylin Smith

_____ insert yes or no

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Kristie Hatcher-Bolin, City Attorney

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.

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.

This ordinance was moved for approval by Commissioner _____.
The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner _____	_____ insert yes or no
Commissioner Sherri Albritton	_____ insert yes or no
Commissioner Richard Keith Nadaskay, Jr.	_____ insert yes or no
Commissioner Gary D. Smith	_____ insert yes or no
Commissioner Russell Graylin Smith	_____ 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

I HEREBY CERTIFY that notices of the public hearings on this ordinance were published in the Herald Advocate as required by Florida Statutes; that the foregoing ordinance was duly passed and adopted on the _____ day of _____, 2025; that the first reading of said ordinance was held on the _____ day of _____, 2025; that the public hearing was held on the ____ day of _____, 2025; and that the second and final reading of said ordinance was held on the _____ day of _____, 2025.

Stephanie Camacho, City Clerk

**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.

Policy 1.1.5: 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 2023~~4~~/2028~~9~~ 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 2023~~4~~/2024~~5~~ through 2027~~8~~/2028~~9~~, 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:

<i>Facility</i>	<i>Level of Service</i>
Traffic Circulation (Principal arterials)	C (Or LOS Standard set by the Florida DOT for SIS Facilities)*
Traffic Circulation (Minor arterials)	D*
Traffic Circulation (Collectors)	D*
Traffic Circulation (Local Roads)	D*
Sanitary Sewer (Wastewater)	170 gallons of treatment per person per day*
Drainage (Stormwater management)	Stormwater facilities for new development shall be designed to accommodate the 25-year 24-hour storm event* Stormwater facilities for existing development shall be designed to accommodate a 3-year, 24-hour storm event*
Solid Waste	Disposal of 4.28 pounds per person per day*
Potable Water	Residential: 138 gallons per person per day.**
Park and Recreation	Minimum of 5.5 acres per 1,000 population
Public School Facilities	100% FISH Permanent Capacity; 25% FISH Permanent Capacity Portables

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

**Level of service standards as adopted in the City's Water Supply 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.

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	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
10th Avenue Pedestrian, Roadway and Drainage Improvements	Infrastructure	Roads	10th Avenue	FDOT	\$2,570,630.00	2024-2025
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2024-2025
Advanced Metering Infrastructure (AMI) Design and Installation	Infrastructure	Meter Reader	City-Wide	DEP	\$4,750,000.00	2024-2025
Airport T-Hangars- Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$2,500,000.00	2024-2025
Alabama Street Roadway Improvements	Infrastructure	Roads	Alabama Street	FDOT	\$359,888.00	2024-2025
Auditorium Improvements- Ceiling and Backstage	Facility	Historic City Hall	225 E Main St	CRA	\$500,000.00	2024-2025
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	\$2,867,458.00	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	\$1,050,000.00	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 and Farr Field	Infrastructure	Sewer	Knollwood - Farr Field	Utility Fund-Reserves	\$345,000.00	2024-2025
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	\$2,000,000.00	2024-2025
Runway Extension Study, Design & Construction	Infrastructure	Airport	Wauchula Airport	FDOT	\$9,850,000.00	2024-2025
Sewer Manhole Lining	Infrastructure	Sewer	City-Wide	Utility Fund	\$30,000.00	2024-2025
South Florida Avenue Water & Wastewater Extension	Infrastructure	Water/Sewer	S. FL Ave	EDA	\$200,000.00	2024-2025
Southwest Area Elevated Water Tower with Transmission Lines	Infrastructure	Water	Southwest	Appropriation	\$8,212,789.00	2024-2025
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 Orange Ave	Infrastructure	Sewer	Wildcat Way - Orange Ave	SRF	\$743,000.00	2025-2026
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	Airport Fund	\$7,200.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	FDOT	\$28,800.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	FAA	\$324,000.00	2025-2026
Auditorium Improvements- Fire Protection & ADA	Facility	Historic City Hall	225 E Main St	Legislative Appropriation	\$1,000,000.00	2025-2026
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	\$1,314,000.00	2025-2026
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	\$3,000,000.00	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	\$2,305,000.00	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

The December PCA should be \$0.005, the same as the prior month. The tax-exempt portion should be \$0.020, an increase from the prior month.

CONTACT INFORMATION

ORGANIZATION NAME: Hardee High School 70's Party
CONTACT NAME: Janice P. Wheeler
MAILING ADDRESS: 3383 Platt Rd.
CITY: Wauchula ST: FL ZIP: 33873
WORK/HOME PHONE: 863-773-4047 CELL PHONE: 863-781-0033
EMAIL ADDRESS: HHS 70's Party @ yahoo.com

EVENT INFORMATION

EVENT NAME: HHS 70's Party
DATE(S): 2-22-25 EVENT TIME: START 5pm END 10pm SET UP: START 2pm ATTENDANCE: 100+
PURPOSE OF EVENT: Reunion of classmates who attended Hardee High for classes of 1970 to 1980.

EVENT LOCATION: ☐ Wauchula Auditorium ☒ Heritage Park ☒ Street Closure(s) (please mark desired closures on map)

BASE EVENT FEES

Park: Rental - \$25.00 + tax Restroom Access - \$25.00 refundable key deposit
Auditorium: Rental - \$500.00 full/ \$250 half + tax Damage Deposit - \$500.00 refundable following inspection

*Additional fees may be assessed depending on the nature of the event and City services used.
*Event fees may be reduced at the discretion of the City.

EVENT CHECKLIST

- ☐ Submit application at least 3 months prior to the event.
- ☐ \$1,000,000 General Liability Insurance listing City of Wauchula as Additional Insured (required for Final Event Approval) **NOTE: Event insurance requirement may be waived depending on event details and is at the discretion of the City. Waivers will not be issued for events requesting street closure and/or include alcohol.**
- ☐ If selling alcohol - Proof of approved Florida Department of Business and Professional Regulations Division of Alcoholic Beverage & Tobacco Application (for a request to sell alcoholic beverages at the event, contact: ABT, 1313 Tampa St., Park Trammel Bldg., Suite 909, Tampa, FL 33602, 813-272-2610)
- ☐ If selling/distributing alcohol - A detailed safety plan must be submitted along with the application; i.e. I.D. checks, monitoring of consumption, container types (no glass allowed), etc.
- ☐ If using food vendors - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured or if vendor is a not for profit submit proof of 501 (c)3 status.
- ☐ If using activity vendors such as inflatables, rock walls, rides, etc. - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured.
- ☐ Submit AV quote from Hardee County Players if using their services.

EVENT DETAILS

CITY FACILITIES TO BE USED, SERVICES REQUESTED AND EVENT ACTIVITIES -

PLEASE CHECK ALL THAT APPLY

- | | | |
|--|---|--|
| ☒ Heritage Park & Pavilion | ☐ Kids Activities (inflatables, rock walls, etc) | ☒ Park Restrooms |
| ☐ Auditorium | ☒ Street Closure(s)*** | ☒ Band/DJ |
| ☐ Alcohol Sales/Distribution | ☐ Police | ☐ Parade |
| ☐ Food Vendors | ☐ Art & Craft Vendors | ☐ Merchandise Vendors |
| ☐ Trash Collection (during event) | ☐ Admission Charged | ☐ AV System (auditorium only)** |

*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Hardee County Players to coordinate use and fees or renters may supply their own AV.

~ Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

***Map detailing desired street closures must be submitted with the application

ADDITIONAL EVENT DETAILS

We request waivers for noise ordinances till 10pm for band.

We request a waiver of open container ordinance so people can mingle outside with a beverage.

We will provide GL as required.

Damage/Clean Up Statement: Any organization that holds a special event will be responsible for any area that is utilized during the event. Organizations are required clean the event area immediately following the event. Organizations will be financially responsible for any damage to the event area that occurs during the event. **NOTE:** Failure to properly clean event area(s) and/or damage occurred to the event area(s) will result in forfeiture of the deposit refund (up to 100%) and assessment of additional fees. Organizations assessed fees during or after the event will be invoiced by CITY OF WAUCHULA on an individual event basis. All fees must be paid to CITY OF WAUCHULA no later than 30 calendar days after the invoice date.

Application Process: Submittal of an application does not guarantee approval to hold the event. Approval or denial will be given after a full review of the application by the City.

I have read and understand the information provided in this application and what is required of me/my organization. I have filled out the application to the best of my knowledge and certify that it is accurate.

Janice P. Wheeler

Print Name

1-8-25

Date

Janice P. Wheeler

Signature

May 17	
	close Main St
close	close
	part II
close	close
close	

To Be Filled Out By Staff

FEE WORKSHEET

City Department(s)

Public Works

\$ 25.66 (rate) x _____ # of hr(s) x _____ # of staff =

\$ _____

\$ _____ (rate) x _____ # of hr(s) x _____ # of staff =

\$ _____

\$ _____ (rate) x _____ # of hr(s) x _____ # of staff =

\$ _____

Police (4hr minimum)

\$ 30 (rate) x _____ # of hr(s) x _____ # of officers =

\$ _____

Heritage Park Rental Fee

\$25 per day (+ 6.5% sales tax) =

\$ _____

Heritage park Key Deposit

\$25 (refundable when key is returned) =

\$ _____

Auditorium Rental Fee

\$500 per day / \$250 per ½ day (+ 6.5% sales tax) =

\$ _____

Auditorium Damage Deposit

\$500 (refundable after event site walkthrough)

Other City of Wauchula Fees

\$ _____

\$ _____

\$ _____

ESTIMATED COSTS DUE TO THE CITY OF WAUCHULA

\$ _____

Auditorium AV Fees

\$ _____

(This rate will be provided by Hardee County Players and submitted as part of the application. The fee will be paid directly to the Hardee County Players and not the City of Wauchula but is listed here to show complete rental cost.)

Other Production Related Fees

\$ _____

\$ _____

\$ _____

ESTIMATED COSTS DUE TO THE HARDEE COUNTY PLAYERS

\$ _____

ESTIMATED TOTAL COSTS

\$ _____

DEPOSIT DUE 2 WEEK PRIOR

lesser of rental fee or 50% of costs due to the City

\$ _____

To Be Filled Out By Staff

NOTES:

RESOLUTION 2025-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED IN ORDER TO RESOLVE LINGERING TITLE AMBIGUITIES TO 4:11 MINISTRIES CORP; APPROVING AND ACCEPTING A QUIT CLAIM DEED FROM 4:11 MINISTRIES CORP TO RESOLVE LINGERING TITLE AMBIGUITIES; PROVIDING FOR SEVERABILITY, CONFLICTS, THE CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Wauchula ("City"), a municipal corporation formed under the laws of the State of Florida, is the owner of that certain property located at 119 S. 8th Avenue, Wauchula, Florida 33873 (Parcel Number 04-34-25-0260-00026-0001) (the "City's Property"); and,

WHEREAS, 4:11 Ministries, Corp. ("4:11 Ministries"), a Florida not for profit corporation, is the owner of adjacent property located at 208 W. Orange Street, Wauchula, Florida 33873 (Parcel Number 03-34-25-0200-00022-0005) (the "4:11 Ministries' Property"); and,

WHEREAS, through title research and surveying it was discovered that there are lingering title ambiguities resulting from historic uncertainty of the boundary line between the plats affecting these two properties resulting in many legal descriptions written and used along the common boundary of these plats that do not agree with one another or the boundaries for these plats creating a variety of opinions with overlaps between the City's Property and 4:11 Ministries' Property; and,

WHEREAS, a Quit Claim Deed from the City to 4:11 Ministries (the "City's Quit Claim Deed"), attached hereto as Exhibit "A", and a Quit Claim Deed from 4:11 Ministries to the City (the "4:11 Ministries Quit Claim Deed"), attached hereto as Exhibit "B", are needed to resolve these lingering title issues and uncertainties affecting the common boundary between the City's Property and 4:11 Ministries' Property; and,

WHEREAS, the City Commission of the City of Wauchula has determined that it is in the best interest of the citizens of the City to correct and resolve these lingering title ambiguities by executing the City's Quit Claim Deed and the accepting of 4:11 Ministries' Quit Claim Deed.

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

SECTION 1. Recitals Incorporated. The above recitals are true and correct, and are incorporated herein.

SECTION 2. Execution of City's Quit Claim Deed. Upon final review and approval by the City Attorney, the City Commission of the City of Wauchula hereby authorizes the execution of the City's Quit Claim Deed, attached as Exhibit "A", and authorizes Richard Keith Nadaskay, as Mayor, to execute the City's Quit Claim Deed on behalf of the City.

SECTION 3. Acceptance of 4:11 Ministries' Quit Claim Deed. The City Commission of the City of Wauchula hereby accepts the 4:11 Ministries' Quit Claim Deed. Upon the City's receipt of the duly executed 4:11 Ministries' Quit Claim Deed from the 4:11 Ministries, as Grantor, to the City as Grantee, the City is authorized to deliver said City's Quit Claim Deed to 4:11 Ministries.

SECTION 4. Recording. Ministries 4:11 shall record, at their own expense, the 4:11 Ministries' Quit Claim Deed in the public records of Hardee County, Florida.

SECTION 5. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

SECTION 6. Severability. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

SECTION 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY PASSED, AND ADOPTED this 13th day of January, 2025, at a regular meeting of the City Commission of the City of Wauchula, Florida.

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho
City Clerk

Richard Keith Nadaskay, Jr.
Mayor

APPROVED AS TO FORM:

Thomas A. Cloud, Esquire
City Attorney

**STATE OF FLORIDA
COUNTY OF HARDEE**

I, the undersigned duly appointed City Clerk of the City of Wauchula, Florida, HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-01, as shown in the records of the City on file in the office of the City Clerk.

WITNESS my hand and the seal of the City of Wauchula, Florida, this 13th day of January, 2025.

Stephanie Camacho, City Clerk

Exhibit "A"
City's Quit Claim Deed

Exhibit "B"
4:11 Ministries' Quit Claim Deed

Prepared by and return to:
Michael J. Kincart, Esq.
PETERSON & MYERS, P.A.
225 E. Lemon Street, Suite 300
Lakeland, Florida 33801

A portion of Parcel ID #: 03-34-25-0200-00022-0005

QUITCLAIM DEED

This Quitclaim Deed is made effective January ___, 2025, by **The City of Wauchula**, a Florida municipal corporation, whose mailing address is 126 South Seventh Avenue, Wauchula, Florida 33873 (the "Grantor"), to **4:11 Ministries, Corp.**, a Florida not-for-profit corporation, whose mailing address is 845 Altman Road, Wauchula, Florida 33873 (the "Grantee"). *(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)*

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, confirms and quitclaims to the Grantee, and Grantee's heirs, successors, and assigns forever, any and all right, title, interest, claim and demand which the Grantor has in and to the following described land situate, lying, and being in Hardee County, Florida, to-wit (the "Land"):

See Attached Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Land (collectively, the "Property").

PREPARER'S NOTE: THIS DEED WAS PREPARED FROM UNVERIFIED INFORMATION. NO EXAMINATION OF TITLE WAS REQUESTED OR MADE AND NO RESPONSIBILITY IS ASSUMED BY THE PREPARER FOR TITLE OR DESCRIPTION PROBLEMS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness #1
Print name: _____
Address: _____

THE CITY OF WAUCHULA,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

Witness #2
Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, the _____ of The City of Wauchula, a Florida municipal corporation, on behalf of the city. He/she is ☐ personally known to me or ☐ has produced (type of identification) as identification.

Notary Public
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

THOSE PORTIONS OF A PARCEL RECORDED IN INSTRUMENT NUMBER 200925003321, AND A PARCEL RECORDED IN INSTRUMENT NUMBER 200825008477, ALL IN THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

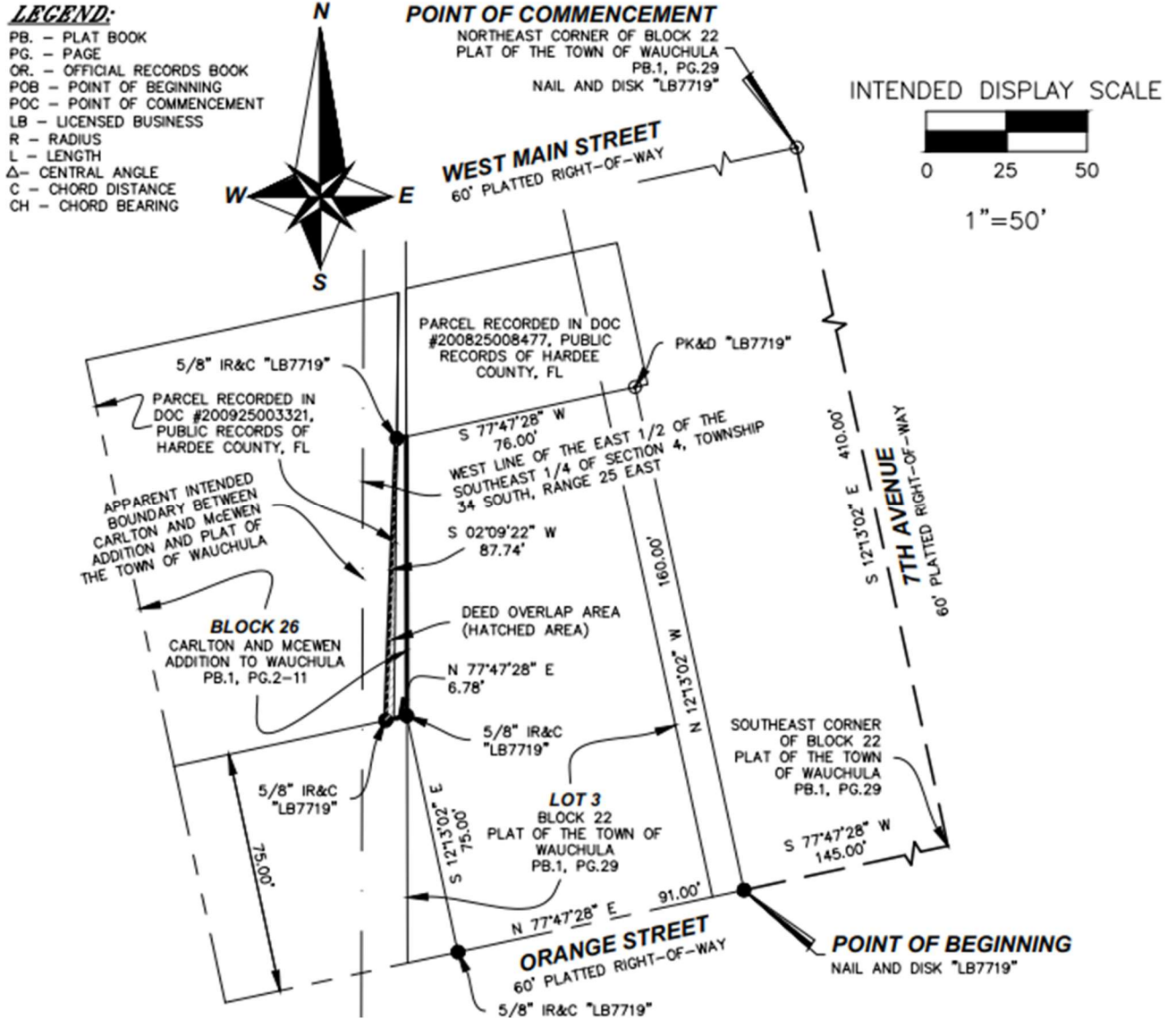
Those portions of Block 22, Plat of the Town of Wauchula, recorded in Plat Book 1, Page 29, and Block 26, Carlton and McEwen Addition to Wauchula, recorded in Plat Book 1, Page 2-11, all in the Public Records of Hardee County, Florida, being described as follows:

COMMENCE at a nail and disk marked "LB7719" located at the northeast corner of aforesaid Block 22; thence South $12^{\circ}13'02''$ East, along the easterly line of said Block 22, a distance of 410.00 feet to the southeast corner of aforesaid Block 22; thence South $77^{\circ}47'28''$ West, along the southerly line of aforesaid Block 22, a distance of 145.00 feet to a nail and disk marked "LB7719" and the POINT OF BEGINNING; thence North $12^{\circ}13'02''$ West, parallel with aforesaid easterly line of Block 22, a distance of 160.00 feet to a nail and disk marked "LB7719"; thence South $77^{\circ}47'28''$ West, parallel with aforesaid southerly line of Block 22, a distance of 76.00 feet to an iron rod and cap marked "LB7719"; thence South $02^{\circ}09'22''$ West, 87.74 feet to an iron rod and cap marked "LB7719" and the southerly line of a parcel recorded in Instrument Number 200925003321, Public Records of Hardee County, Florida, being the north line of the south 75 feet of aforesaid Blocks 22 and 26; thence North $77^{\circ}47'28''$ East, along the easterly projection of said line, 6.78 feet to an iron rod and cap marked "LB7719"; thence South $12^{\circ}13'02''$ East, parallel with aforesaid easterly line of Block 22, Plat of the Town of Wauchula, 75.00 feet to an iron rod and cap marked "LB7719" and aforesaid southerly line of Block 22, Plat of the Town of Wauchula; thence North $77^{\circ}47'28''$ East, along said southerly line 91.00 feet to the POINT OF BEGINNING.

[SEE SKETCH ON FOLLOWING PAGE]

CONTINUATION OF EXHIBIT "A"

SKETCH OF LEGAL DESCRIPTION



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. **LEASED PROPERTY.** 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. **LEASE TERM.** 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. USE OF LEASED PROPERTY. 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. UTILITIES AND SERVICES. 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. RESPONSIBILITIES OF TENANT CONCERNING REPAIRS AND MAINTENANCE OF LEASED PROPERTY.

(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. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. 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. All 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. TAXES. 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.

11. 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. PUBLIC LIABILITY INSURANCE. 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. PLUMBING LEAKS. 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. CONDEMNATION. 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. DEFAULT BY TENANT. 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.

19. ASSIGNMENT AND SUBLETTING. 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.

20. INSPECTION AND ACCESS. 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.

21. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS. 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.

22. 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.

23. REMEDIES OF LANDLORD.

(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 re-enter 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.

24. 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.

25. HOLDOVER. 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.

26. WAIVER. 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.

27. ENTIRE AGREEMENT. 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.

28. NOTICES. 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.

29. SEVERABILITY. 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.

30. BINDING EFFECT. 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.

31. COVENANT OF QUIET ENJOYMENT. 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.

32. BROKERS. 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.

33. LITIGATION. 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.

34. SUBORDINATION TO MORTGAGES. 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.

35. 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. Joint and Several Liability. 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. Language. 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. Consents by Landlord. 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. Amounts Deemed Additional Rent. 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. Interest on Delinquent Payments. 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. Governing Law. This Lease and all instruments or documents related thereto shall be construed in accordance with Florida law.

h. Venue. 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. Waiver of Jury Trial. 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. Exhibits. Any exhibits attached to this Lease are specifically incorporated herein by reference as if the same were fully set forth herein.

k. Paragraph Titles. 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

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 _____ 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: _____

303 West Main St.

\$37 SF = SMM (38%)

888 SF = DFH (62%)

Hand-drawn floor plan of a building. The plan is divided into several rooms and areas, with dimensions and room types labeled.

Dimensions:

- Overall width: 50
- Overall height: 55
- Top horizontal segment: 5
- Left vertical segment: 10
- Left vertical segment: 10
- Left vertical segment: 24
- Left vertical segment: 30
- Left vertical segment: 10
- Left vertical segment: 10
- Left vertical segment: 16
- Bottom horizontal segment: 10
- Bottom horizontal segment: 45
- Right vertical segment: 40
- Right vertical segment: 5
- Right vertical segment: 10

Rooms and Areas:

- Top Left:** 100 sf SMM
- Top Middle:** 82 sf SMM
- Top Right:** 135 sf DFH, 88 sf Common, 135 sf DFH
- Middle Left:** 240 sf SMM
- Middle Middle:** 73 sf SMM
- Middle Right:** 49 sf Bath, 20 sf common closets, 241 sf
- Bottom Left:** 42 sf SMM, 132 sf DFH
- Bottom Middle:** 81 sf DFH
- Bottom Right:** 108 sf DFH, 54 sf DFH
- Central Area:** 24 Common
- Bottom Center:** 180 sq DFH
- Bottom Right:** 63 sq DFH Lobby

Prepared by and return to:
Michael J. Kincart, Esq.
PETERSON & MYERS, P.A.
225 E. Lemon Street, Suite 300
Lakeland, Florida 33801

A portion of Parcel ID #: 04-34-25-0260-00026-0001

QUITCLAIM DEED

This Quitclaim Deed is made effective January __, 2025, by **4:11 Ministries, Corp.**, a Florida not-for-profit corporation, whose mailing address is 845 Altman Road, Wauchula, Florida 33873 (the "Grantor"), to **The City of Wauchula**, a Florida municipal corporation, whose mailing address is 126 South Seventh Avenue, Wauchula, Florida 33873 (the "Grantee"). *(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)*

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, confirms and quitclaims to the Grantee, and Grantee's heirs, successors, and assigns forever, any and all right, title, interest, claim and demand which the Grantor has in and to the following described land situate, lying, and being in Hardee County, Florida, to-wit (the "Land"):

See Attached Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER with all the tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Land (collectively, the "Property").

PREPARER'S NOTE: THIS DEED WAS PREPARED FROM UNVERIFIED INFORMATION. NO EXAMINATION OF TITLE WAS REQUESTED OR MADE AND NO RESPONSIBILITY IS ASSUMED BY THE PREPARER FOR TITLE OR DESCRIPTION PROBLEMS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness #1
Print name: _____
Address: _____

4:11 MINISTRIES, CORP.,
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

Witness #2
Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, the _____ of 4:11 Ministries, Corp., a Florida not-for-profit corporation, on behalf of the corporation. He/she is ☐ personally known to me or ☐ has produced (type of identification) as identification.

Notary Public
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

THOSE PORTIONS OF A PARCEL RECORDED IN INSTRUMENT NUMBER 200925003321, AND A PARCEL RECORDED IN INSTRUMENT NUMBER 200825008477, ALL IN THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

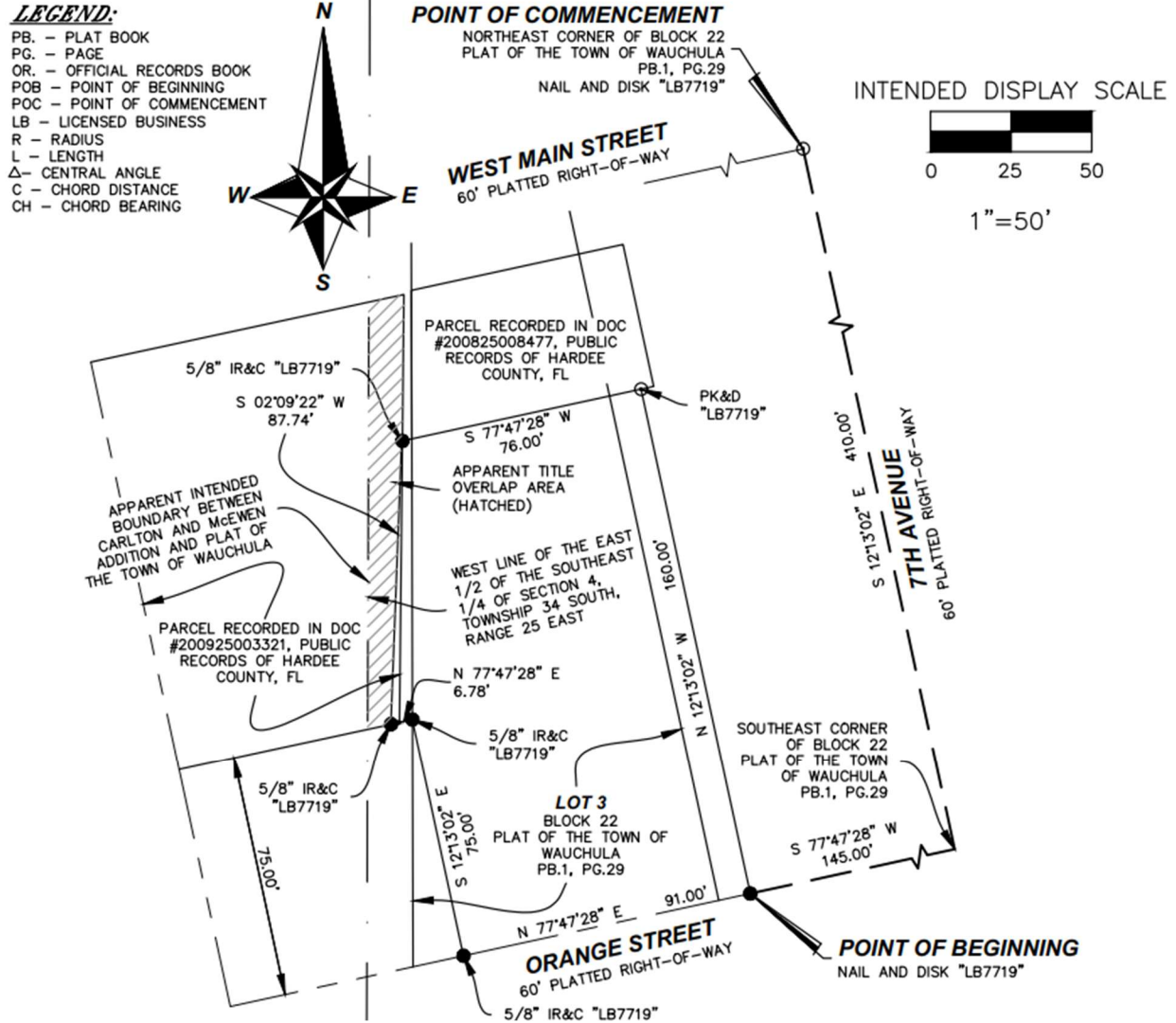
Those portions of Block 22, Plat of the Town of Wauchula, recorded in Plat Book 1, Page 29, and Block 26, Carlton and McEwen Addition to Wauchula, recorded in Plat Book 1, Page 2-11, all in the Public Records of Hardee County, Florida, being described as follows:

COMMENCE at a nail and disk marked "LB7719" located at the northeast corner of aforesaid Block 22; thence South $12^{\circ}13'02''$ East, along the easterly line of said Block 22, a distance of 410.00 feet to the southeast corner of aforesaid Block 22; thence South $77^{\circ}47'28''$ West, along the southerly line of aforesaid Block 22, a distance of 145.00 feet to a nail and disk marked "LB7719" and the POINT OF BEGINNING; thence North $12^{\circ}13'02''$ West, parallel with aforesaid easterly line of Block 22, a distance of 160.00 feet to a nail and disk marked "LB7719"; thence South $77^{\circ}47'28''$ West, parallel with aforesaid southerly line of Block 22, a distance of 76.00 feet to an iron rod and cap marked "LB7719"; thence South $02^{\circ}09'22''$ West, 87.74 feet to an iron rod and cap marked "LB7719" and the southerly line of a parcel recorded in Instrument Number 200925003321, Public Records of Hardee County, Florida, being the north line of the south 75 feet of aforesaid Blocks 22 and 26; thence North $77^{\circ}47'28''$ East, along the easterly projection of said line, 6.78 feet to an iron rod and cap marked "LB7719"; thence South $12^{\circ}13'02''$ East, parallel with aforesaid easterly line of Block 22, Plat of the Town of Wauchula, 75.00 feet to an iron rod and cap marked "LB7719" and aforesaid southerly line of Block 22, Plat of the Town of Wauchula; thence North $77^{\circ}47'28''$ East, along said southerly line 91.00 feet to the POINT OF BEGINNING.

[SEE SKETCH ON FOLLOWING PAGE]

CONTINUATION OF EXHIBIT "A"

SKETCH OF LEGAL DESCRIPTION



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. **LEASED PROPERTY.** 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. **LEASE TERM.** 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. USE OF LEASED PROPERTY. 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. UTILITIES AND SERVICES. 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. RESPONSIBILITIES OF TENANT CONCERNING REPAIRS AND MAINTENANCE OF LEASED PROPERTY.

(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. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. 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. All 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. TAXES. 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.

11. 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. PUBLIC LIABILITY INSURANCE. 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. PLUMBING LEAKS. 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. CONDEMNATION. 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. DEFAULT BY TENANT. 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.

19. ASSIGNMENT AND SUBLETTING. 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.

20. INSPECTION AND ACCESS. 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.

21. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS. 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.

22. 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.

23. REMEDIES OF LANDLORD.

(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 re-enter 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.

24. 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.

25. HOLDOVER. 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.

26. WAIVER. 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.

27. ENTIRE AGREEMENT. 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.

28. NOTICES. 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.

29. SEVERABILITY. 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.

30. BINDING EFFECT. 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.

31. COVENANT OF QUIET ENJOYMENT. 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.

32. BROKERS. 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.

33. LITIGATION. 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.

34. SUBORDINATION TO MORTGAGES. 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.

35. 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. Joint and Several Liability. 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. Language. 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. Consents by Landlord. 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. Amounts Deemed Additional Rent. 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. Interest on Delinquent Payments. 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. Governing Law. This Lease and all instruments or documents related thereto shall be construed in accordance with Florida law.

h. Venue. 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. Waiver of Jury Trial. 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. Exhibits. Any exhibits attached to this Lease are specifically incorporated herein by reference as if the same were fully set forth herein.

k. Paragraph Titles. 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

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 _____ day 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: _____

303 West Main St.

\$37 SF = SMM (38%)

888 SF = DFH (62%)

Hand-drawn floor plan of a building with various rooms and dimensions. The plan includes a large central area labeled "Common" and several smaller rooms labeled "SMM", "DFH", "Bath", and "Lobby". Dimensions are provided for many of the rooms and the overall building footprint.

Overall Dimensions:

- Top: 50
- Right: 40
- Bottom: 45
- Left: 5

Rooms and Dimensions:

- Top Left: 100 sf SMM (10 x 10)
- Top Middle: 82 sf SMM
- Top Right: 135 sf Common, 88 sf Common, 135 sf DFH
- Middle Left: 240 sf SMM (10 x 10)
- Middle Middle: 73 sf SMM
- Middle Right: 49 sf Bath, 20 sf Common, 241 sf
- Bottom Left: 42 sf SMM (10 x 10)
- Bottom Middle: 132 sf DFH
- Bottom Right: 81 sf DFH, 108 sf DFH
- Far Right: 54 sf DFH
- Far Bottom: 180 sf DFH, 54 sf DFH
- Far Bottom Left: 10 x 10
- Far Bottom Right: 5

CONTACT INFORMATION

ORGANIZATION NAME: Main Street Wauchula, Inc.

CONTACT NAME: Jessica Newman

MAILING ADDRESS: 107 E. Main Street

CITY: Wauchula ST: FL ZIP: 33873

WORK/HOME PHONE: 863-767-0330 CELL PHONE: 863-245-8309

EMAIL ADDRESS: jnewman@cityofwauchula.com

EVENT INFORMATION

EVENT NAME: Hometown Happy Hour

DATE(S): 1/31/25 EVENT TIME: START 5:00pm END 8:00pm SET UP: START _____ ATTENDANCE: 125

PURPOSE OF EVENT: Promote the downtown businesses.

EVENT LOCATION: ☐ Wauchula Auditorium ☐ Heritage Park ☐ Street Closure(s) (please mark desired closures on map)

BASE EVENT FEES

Park: Rental - \$25.00 + tax Restroom Access - \$25.00 refundable key deposit

Auditorium: Rental - \$500.00 full/ \$250 half + tax Damage Deposit - \$500.00 refundable following inspection

*Additional fees may be assessed depending on the nature of the event and City services used.

*Event fees may be reduced at the discretion of the City.

EVENT CHECKLIST

- ☐ Submit application at least 3 months prior to the event.
- ☐ \$1,000,000 General Liability Insurance listing City of Wauchula as Additional Insured (required for Final Event Approval) **NOTE: Event insurance requirement may be waived depending on event details and is at the discretion of the City. Waivers will not be issued for events requesting street closure and/or include alcohol.**
- ☐ If selling alcohol – Proof of approved Florida Department of Business and Professional Regulations Division of Alcoholic Beverage & Tobacco Application (for a request to sell alcoholic beverages at the event, contact: ABT, **1313 Tampa St., Park Trammel Bldg., Suite 909, Tampa, FL 33602**, 813-272-2610)
- ☐ If selling/distributing alcohol – A detailed safety plan must be submitted along with the application; i.e. I.D. checks, monitoring of consumption, container types (no glass allowed), etc.
- ☐ If using food vendors – Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured or if vendor is a not for profit submit proof of 501 (c)3 status.
- ☐ If using activity vendors such as inflatables, rock walls, rides, etc. - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured.
- ☐ Submit AV quote from Hardee County Players if using their services.

EVENT DETAILS

CITY FACILITIES TO BE USED, SERVICES REQUESTED AND EVENT ACTIVITIES –

PLEASE CHECK ALL THAT APPLY

- | | | |
|--|---|--|
| ☐ Heritage Park & Pavilion | ☐ Kids Activities (inflatables, rock walls, etc) | ☐ Park Restrooms |
| ☐ Auditorium | ☐ Street Closure(s)*** | ☐ Band/DJ |
| ☒ Alcohol Sales/Distribution | ☐ Police | ☐ Parade |
| ☐ Food Vendors | ☐ Art & Craft Vendors | ☐ Merchandise Vendors |
| ☐ Trash Collection (during event) | ☐ Admission Charged | ☐ AV System (auditorium only)** |

*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Hardee County Players to coordinate use and fees or renters may supply their own AV.

~ Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

***Map detailing desired street closures must be submitted with the application

ADDITIONAL EVENT DETAILS

Attendees will stroll Main Street and visit participating businesses, enjoying shopping, food, friends, and creating memories.

Damage/Clean Up Statement: Any organization that holds a special event will be responsible for any area that is utilized during the event. Organizations are required clean the event area immediately following the event. Organizations will be financially responsible for any damage to the event area that occurs during the event. **NOTE: Failure to properly clean event area(s) and/or damage occurred to the event area(s) will result in forfeiture of the deposit refund (up to 100%) and assessment of additional fees. Organizations assessed fees during or after the event will be invoiced by CITY OF WAUCHULA on an individual event basis. All fees must be paid to CITY OF WAUCHULA no later than 30 calendar days after the invoice date.**

Application Process: Submittal of an application **does not** guarantee approval to hold the event. Approval or denial will be given after a full review of the application by the City.

I have read and understand the information provided in this application and what is required of me/my organization. I have filled out the application to the best of my knowledge and certify that it is accurate.

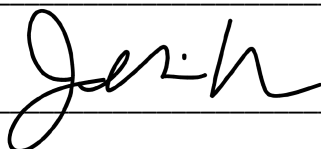
Jessica Newman

12/19/24

Print Name

Date

Signature





MAINSTR-46

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	CONTACT NAME:	
	PHONE (A/C, No, Ext): (410) 685-4625	FAX (A/C, No): (410) 685-3071
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Casualty Company	
INSURED Main Street Wauchula P.O. Box 1162 Wauchula, FL 33873	NAIC #	20443
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		4029386607	3/10/2024	3/10/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Wauchula is listed as an additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Wauchula 126 S. 7th Ave. Wauchula, FL 33873	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



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 Usage	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	407 S TULANE AVE	Residential	167.93
09-05761-04	1032 HUMMINGBIRD LN 17	Residential	167.28
07-20094-07	635 S 5TH AVE F207	Residential	165.23
05-03148-04	1013 N 9TH AVE	Residential	163.17
05-10250-20	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

VIN# 1FTMF1CM6EFB74180



TRK2

2012 Freightliner with New Way Rear Loader Body

VIN# 1FVACXDTXDHFB6904



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

On December 9, 2024, the City of Wauchula Commission, in its dual role as City of Wauchula Redevelopment Agency Board, met for a meeting.

Members present were Neda Cobb, Russell Smith, Keith Nadaskay, Sherri Albritton and Gary Smith.

Nadaskay recessed the City Commission Meeting and called to order the Meeting of the Board of Directors of the Wauchula Community Redevelopment Agency

Approval of Minutes from the November 12, 2024 CRA Meeting

G. Smith motioned to approve the minutes as presented, seconded by Cobb. All were in favor. Motion carried.

Revitalization Grant Application for 121-125 W Main St

Newman presented the grant application on behalf of Roy Brown. After much discussion, the Board determined this program permits businesses with open liens from applying therefore they could not process this application request.

Revitalization Grant Application for 216-222 W Main St

Newman presented the grant application on behalf of Main Plaza. After much discussion, the Board requested the applicant obtain 3 quotes, as stated in the application packet, and come back in January for review.

CRA RFP 24-05 Historic Auditorium Renovation Phase II

Newman presented the RFP to the Board. Albritton motioned to approve the bid documents, seconded by Cobb. All were in favor. Motion carried.

Nadaskay adjourned the Wauchula Community Redevelopment Agency Board Meeting and reconvened the City Commission Meeting

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 _____

Applicant Name: ALEJANDRO FARFAN

Mailing Address: MAIN PLAZA @ OUTLOOK.COM

Business Name: MAIN PLAZA BISTRO BAR

Property Owner Name: GIOVANNA LOYOLA

Property Address: 216 W MAIN ST

Applicants Phone Number: 970 987 7211

Email: _____

I hereby submit the following application for consideration by the Wauchula Community Redevelopment Agency Board. I understand that the request must be approved by the Board and that funding is not guaranteed. I also understand that award monies will be dispersed as defined in the Grant Application.

I acknowledge that I have read and understand the Application and Project Requirements, , Application Process, and Construction/Payment & Site Visit portions of the application and the application packet is complete in accordance with the Grant Checklist.

I acknowledge the project must be completed according to the timeline submitted with this Application. Should any changes be made to the project without prior approval by the WCRA Board, I understand that the grant will be void.

I acknowledge that the property to be improved does not have any delinquent ad valorem taxed and is free from all municipal and county liens, judgements, and encumbrances of any kind.

ALEJANDRO FARFAN

Print Name of Applicant

[Signature]
Applicant Signature

Date

GIOVANNA LOYOLA

Print Name of Property Owner

[Signature]
Property Owner Signature

Date

Staff Notes: _____



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

AD VALOREM TAXES

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

NON-AD VALOREM ASSESSMENTS

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

COMBINED TAXES & ASMTS: **\$11,249.30**

DISCOUNT: **-\$449.97**

UNPAID BALANCE: **\$10,799.33**

**ESPINOZA DANIEL HOSHI
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 77°
38' 03" E
ALONG S LINE OF BLK 17 148.75**

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

Exemptions:



**Property Address:
216 W MAIN ST WAUCHULA 33873**

Tax Roll Property Summary

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

hameyenterprisesllc@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. 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.	1	\$4,250.00	\$4,250.00
Total						\$4,250.00

Accepted date

Accepted by



QA Miranda Painting, LLC

1320 Mockingbird Road | Wauchula, Florida 338737036
3522723522 | QAMPainting@gmail.com

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	\$4,009.96
STATE AND LOCAL (7.0%)	\$280.70
Total	\$4,290.66



alejandro farfan <realjanus.llc@gmail.com>

Painting job1 mensaje

Ramon Torres Jr <ramontorresjr13@icloud.com>

12 de diciembre de 2024, 13:32

Para: Realjanus.llc@gmail.com

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!



SW 9135
Whirlpool
Interior / Exterior
Location Number: 220-C4

1.3

SW 6230
Rainstorm
Interior / Exterior
Location Number: 220-C7



SW 9135
Whirlpool
Interior / Exterior
Location Number: 220-C4

1.3B

SW 6230
Rainstorm
Interior / Exterior
Location Number: 220-C7



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
Fl 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



alejandro farfan <realjanus.llc@gmail.com>

MAIN PLAZA

office@airandelectricalservices.com <office4aes@gmail.com>

16 de diciembre de 2024, 6:52

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

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]

REFUSE RV: 070202

Invoice

SOLD TO		SHIPPED TO	
ADDRESS <i>Main Plaza Bistror</i>		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE <i>11-22-24</i>
--------------------	---------	-------	--------	----------------------

Replace drain pipe from
garage trap to the three
compartment sink
water lines with pvc
pipe, from the side wall,
angle stops.
Run pipe from the side wall
to the three compartment sink
parts and labor

\$ 9,900.00

Clavel Plumber LLC
813-270-3678
Luisa Clavel



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>

16 de diciembre de 2024, 11:48

Para: "Realjanus.llc@gmail.com" <Realjanus.llc@gmail.com>

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) Description Style: Traditional Dimensions Width: 60' 0", Overall Height: 36", Projection: 6' 0" Fabric Brand: Sunbrella, Color: Black Decorative Valance Style: Straight , Height: 8, Braid Color: White	\$5,084.00
1	Installation	\$2,402.00
Notes		<i>No Tax</i>
Sunbrella Fabric Carries a 10-year Limited Manufacturer's Warranty		Total \$7,486.00
Thread Warranty: All Gore Tenera Thread Lasts the		50% Deposit due at time of order \$3,743.00
Lifetime of the Awning Fabric		50% Balance due upon completion \$3,743.00

Terms and Conditions

Quotes expire after 90 days. Buyer acknowledges that they are purchasing a custom-made product. As such, orders cannot be cancelled, and refunds will not be issued. Any alterations requiring additional work from Tampa Bay Awning, LLC. will result in an additional charge over the amount quoted. Tampa Bay Awning, LLC. retains ownership of the product and materials used to manufacture the items described above until the balance is paid in full. By signing this agreement, the customer grants Tampa Bay Awning, LLC. the right to repossess the product upon non-payment. The customer is responsible for any damage caused to the building or structure during installation or removal of the product, except in cases of gross negligence or willful misconduct on the part of Tampa Bay Awning, LLC. In such cases, Tampa Bay Awning, LLC. agrees to indemnify and hold harmless the customer from any claims arising from such damage. The customer is also responsible for repairing any damage to restore the building or structure to its original condition. In the event of non-payment, the buyer is responsible for all collection costs, including attorney fees. All sales tax, permits, and engineering fees are additional unless explicitly listed in the quote.

Company Rep:

Name

Signature

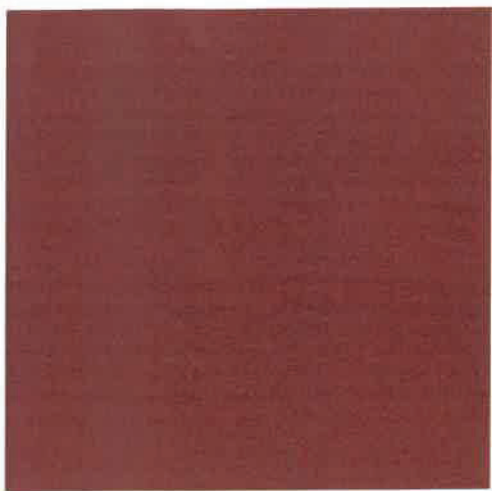
Date

Customer:

Name

Signature

Date



DICOMEX

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

DATE

11/22/24

BUSINESS	Halo Plaza Restaurant			CLIENT
ADDRESS				
CITY	Wassula Fl.			ST
TEL				EMAIL

INPRINT COLOR	Quadr Sign
---------------	------------

QTY	CODE	COLOR	SIZE	DESCRIPTION	PRICE	TOTAL
2				set 8 colored letters		14960

	SUB TOTAL	
	DESC.	
	ART	
	FREIGHT	
	TAX	
	TOTAL	14960
	DEPOSIT	
	BALANCE	

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

DICOMEX

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

DATE

11/19/24

BUSINESS	Main Floor Restaurant		CLIENT
ADDRESS			ST
CITY	Worcester MA	EMAIL	
TEL			

INPRINT COLOR

QTY	CODE	COLOR	SIZE	DESCRIPTION	PRICE	TOTAL
5				Various Restaurant signs vinyl	6'x2'	900
2				Various menu signs vinyl	6'x2'	360
2				Various Bar signs vinyl	6'x2'	360
4				Logos signs vinyl	24"x24"	240
2				Signs for menu signs vinyl	56"x90"	600

RE-DESIGN FOR FLAG FLAG STYLE SIGN	SUB TOTAL	
LADD/FIX STRUCTURE FOR SIGN	DESC.	
LARGE 3D LETTER FOR SIGNING BUILDING	ART	
	FREIGHT	
	TAX	
	TOTAL	\$ 2460
	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.	\$2,800.00	1	\$2,800.00
Installation (does NOT include electrical services beyond connecting sign to pre installed outlet. Max 3ft.)			

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 awning