



**CRA MEETING  
ZEPHYRHILLS, FLORIDA**

**Monday, June 24, 2024  
5:00 PM**

Please join the GoToMeeting  
from your computer, tablet or smartphone:

<https://meet.goto.com/835642549>

or dial in using your phone:

**+1 (408)650-3123 - Access Code: 835-642-549**

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills  
City Hall**

**Council  
Chambers**

Call to Order – Board Chairperson Charles E. Proctor

Roll Call –

**1. BUSINESS ITEMS**

- 1.1 Approval of May 13, 2024 Meeting Minutes
  1. M05-13-24 - CRA
- 1.2 Zephyr Park Design Presentation by Kimley Horn
- 1.3 RESIDENTIAL PAINT GRANT - Richards Alba - 38633 4th Avenue
  1. Richardo Paint Grant
  2. Richardo Paint Colors
- 1.4 Matching Commercial Facade Grant - Salon on 5th 5126 7th Street Zephyrhills
  1. Salon on 5th
  2. Salon on 5th Colors
- 1.5 CRA Commercial Improvement Grant Draft
  1. Commercial Improvement Grant
- 1.6 Private to Public Parking Lot Opportunity
  1. First Baptist Church 1

2. Peeples Family
- 1.7 Tina & Joe's Cafe Management Agreement
  1. 29-21-03 Tina and Joe's Cafe (1)
  2. Tina Joe Consent Form
2. CRA DIRECTOR'S REPORT
3. MAIN STREET ACTIVITY REPORT
4. CITIZEN COMMENTS

**ADJOURN**

**\* PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**

## **COMMUNITY REDEVELOPMENT AGENCY MEETING**

A Regular Community Redevelopment Meeting was held on May 13, 2024 at 5:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (408)-650-3123 - Access Code: 765-166-397.

CRA Board Chairperson Kenneth Burgess called the meeting to order at 5:00 p.m. Roll call was taken. Present were members Steven F. Spina, Ph.D., Kenneth Burgess, Lance Smith and Mayor Melonie Bahr Monson. Charles Proctor and Jodi Wilkeson arrived at 5:04 p.m. City Manager William Poe and City Manager Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, CRA Director Gail Hamilton, Utility Director John Bostic, Finance Director Ted Beason, IT Director Mike Panak, Public Information Officer Kevin Weiss, Finance Supervisor Jessica Carter and City Clerk Lori Hillman.

### **1. BUSINESS ITEMS**

#### **1.1 Reorganization of CRA Board**

Board Chairperson

Charles Proctor nominated Steve Spina as Board Chairperson. Seconded by Lance Smith. Motion passed unanimously.

Board Vice Chairperson

Lance Smith nominated Jodi Wilkeson as Board Vice Chairperson. Seconded by Charles Proctor. Motion passed unanimously.

#### **1.2 Approval of February 26, 2024 Meeting Minutes**

Lance Smith moved to approve the February 26, 2024 Meeting Minutes. Seconded by Jodi Wilkeson. Motion passed unanimously.

#### **1.3 Approval of March 25, 2024 Meeting Minutes**

Lance Smith moved to approve the March 25, 2024 Meeting Minutes. Seconded by Jodi Wilkeson. Motion passed unanimously.

#### **1.4 Presentation of 2023 CRA Audit – Annual Comprehensive Financial Report**

Lance Smith moved to approve the 2023 CRA Audit – Annual Comprehensive Financial Report as presented. Seconded by Jodi Wilkeson. Motion passed unanimously.

### **2. CRA DIRECTOR'S REPORT**

CRA Director Gail Hamilton presented the following update:

- Construction continues at Hercules Park with staff working with consultants on historic signs.
- Staff is currently working with GAI on the CRA Master Plan.
- A Community Open House will be held on the Parks and Recreation Master Plan Thursday, May 23, 2024, 5:30 p.m. – 7:00 p.m. in Council Chambers at City Hall.
- Public Works is currently reviewing BGE construction plans for Oakside Cemetery.
- Staff is working with BGE to create a Tremendous Tree Program.
- A structural engineer is working on Gateway signage for 5<sup>th</sup> Avenue and Hercules Park.
- Staff is working with BGE to create an interactive map for events and parades downtown.
- Landscape Architecture Analyst James Pankonin with Kimley Horn & Associates, Inc. will make a presentation to Council on the design of Hercules Park.
- Staff is working with Main Street's Design Committee to create an RFQ for public artists to be utilized on multiple projects.
- The Gateway Project is moving forward to build townhomes.
- CRA Director Gail Hamilton said Main Street received 1.25M in state appropriations funding with the assistance of Senator Danny Burgess and Representative Randy Maggard. The purchase of the Home Theatre was \$667,000 and will close by the end of May 2024. A current tenant has a lease through the end of July 2024. In the meantime, staff is working on an RFQ to hire an architect and engineer to begin planning for a Cultural Arts Center.

- Tina and Joe's Café is open every day and Joe is working on securing a fruits and vegetable person on the bottom floor of the Carriage House. The lease will be revisited following the restaurant announcing they will be closed on Saturday and Sunday.

### **3. MAIN STREET ACTIVITY REPORT**

CRA Director Gail Hamilton said downtown speakers have been updated and music is playing. The Class of 2024 graduate's parade was held on Saturday, May 11, 2024. Halloween Howl and Festival of Lights participant information has been updated on Main Street's website. In an effort to recruit more floats, Main Street will host a public campaign on floats in other small towns to inspire people to build a float and participate. Numbers are up on Facebook and Instagram. Main Street Director Antwon Gildon is working hard and doing a wonderful job.

### **4. CITIZEN COMMENTS**

N/A

Meeting Adjourned: 5:47 p.m.  
Submitted by Lori L. Hillman

## **BUSINESS ITEMS 1.2**

Zephyr Park Design Presentation by Kimley Horn

**Issue:**

James Pankonin of Kimley Horn will provide a presentation of Zephyr Park for the CRA Board of Commissioners to provide comment on the final design.

**Background:**

The Parks and Recreation Advisory Board held multiple public meetings for citizens to provide input on the design of Zephyr Park. At the February 15, 2024, meeting, after the public had input and final changes to the design, the Parks and Recreation Advisory Board recommended to the City Council and CRA Board to move forward with final design and construction documents. This presentation is to get any final comments or answer any questions from the Board before moving forward with the task order for construction documents.

**Attachment(s):**

None

**Fiscal Impact:**

Funding for the Zephyr Park Design Development is included in the approved FY2023/2024 budget.

**Staff Recommendation:**

Staff seeks direction.

## **BUSINESS ITEMS 1.3**

### **RESIDENTIAL PAINT GRANT - Richards Alba - 38633 4th Avenue**

**Issue:**

The CRA Board of Commissioners approve a Residential Paint Grant for 38633 4th Avenue, in the amount of \$400.

**Background:**

The applicants, Dylan and Victoria Richards and Christopher Alba, whose home is located at 38633 4th Avenue, are repainting their home at a cost of \$800. They are requesting approval of the Residential Paint Grant in the amount of \$400. The application and supporting material is included in your back-up.

**Attachment(s):**

1. Richardo Paint Grant
2. Richardo Paint Colors

**Fiscal Impact:**

Funding for the CRA Grant Funds is included in the approved FY 2023/2024 Budget.

**Staff Recommendation:**

The applications meets all grant requirements and staff recommends approval.



## Paint Voucher Program Application

Property Owner's Name Dylan + Victoria Richards + Christopher Alba

Property Address 38633 4th Ave. Zephyrhills, FL 33542

Mailing Address SAME AS ABOVE.

Phone Number \_\_\_\_\_ Cell Number 813-781-5001

E-mail Address Chris-tahoe@yahoo.com

**Supporting Data Checklist must be included with application.**

**Application will not be reviewed without all supporting data.**

Square footage of home 754

Estimate of Cost for Paint \$800.00

Type of Paint Shaw-Wallpaper Colors of Paint \_\_\_\_\_

Body - White Duck  
TRIM - Pure White  
Door - Alabaster Shell.

Check one



I will be doing the work.

I will have a professional completing the work. (A written estimate is required with the cost of paint itemized from other costs).

Owner may only apply for one Paint Voucher

I hereby submit the grant application, color samples and estimate for the proposed project and understand the Zephyrhills CRA Board must grant approval. No work shall begin and funding is not guaranteed until the CRA Board approves completed application and written approval is received. I agree to place a CRA Grant sign for the duration of the project and agree to return the sign. I further understand that the project must be completed within 6 months from date written approval is received and the reimbursement will not be paid until the project is completed. I agree to leave the completed project in its approved colors for a period of 2 years from the date of completion. I also understand a W-9 is required for tax purposes.

Dylan Richards  
Print Name

[Signature]  
Owner Signature

5/23/2024  
Date

Christopher Alba  
[Signature] 5/23/2024

VICTORIA Richards  
[Signature]

5/23/2024



38640 4th Ave

Ricardo Aba Paint Grant Application



Zephyrhills, Florida

Google Street View

Nov 2023 [See more dates](#)



Google

Image capture: Nov 2023 © 2024 Google



**www.MasterPaintingFL.com**



|                         |                  |
|-------------------------|------------------|
| DATE ORDERED<br>4-10-24 | ORDER TAKEN BY   |
| PHONE NO.               | CUSTOMER ORDER # |
| JOB LOCATION            |                  |
| JOB PHONE               | STARTING DATE    |
| TERMS                   |                  |

|           |                                          |
|-----------|------------------------------------------|
| TO        | Dylan Richards                           |
| ADDRESS   | 38633 Fourth Ave<br>Zephyrhills FL 33542 |
| ATTENTION | Dylan 813-838-0227                       |

| QTY. | MATERIAL           | UNIT | AMOUNT |
|------|--------------------|------|--------|
|      | Pre wash           |      |        |
|      | Caulk where Needed |      |        |
|      | Sealer one coat    |      |        |
|      | Paint 2 coats      |      |        |
|      | Therwin Williams   |      |        |
|      | Super Paint Satin  |      |        |
|      | Finish             |      |        |
|      | Paint cost         | 800  |        |
|      | labor cost         | 1950 |        |
|      | labor and material |      |        |
|      | * Total            |      |        |
|      | \$ 2750.00         |      |        |

[illegible]

|                 |
|-----------------|
| WORK ORDERED BY |
| DATE ORDERED    |
| DATE COMPLETED  |

CUSTOMER APPROVAL  
SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

|                     |  |
|---------------------|--|
| TOTAL LABOR         |  |
| TOTAL MATERIALS     |  |
| TOTAL MISCELLANEOUS |  |
| SUBTOTAL            |  |
| TAX                 |  |
| GRAND TOTAL         |  |

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|                                                                                             |                     |                                         |                            |                   |                                |                             |              |                  |              |
|---------------------------------------------------------------------------------------------|---------------------|-----------------------------------------|----------------------------|-------------------|--------------------------------|-----------------------------|--------------|------------------|--------------|
| <b>Parcel ID</b>                                                                            |                     | 11-26-21-0010-17000-0160 (Card: 1 of 1) |                            |                   |                                |                             |              |                  |              |
| <b>Classification</b>                                                                       |                     | 00100-Single Family                     |                            |                   |                                |                             |              |                  |              |
| <b>Mailing Address</b>                                                                      |                     | <b>Property Value</b>                   |                            |                   |                                |                             |              |                  |              |
| RICHARDS VICTORIA LYNN & DYALN C & ET AL                                                    |                     | <b>Just Value</b>                       |                            | <b>\$147,958</b>  |                                |                             |              |                  |              |
| 38633 4TH AVENUE                                                                            |                     | Ag Land                                 |                            | \$0               |                                |                             |              |                  |              |
| ZEPHYRHILLS, FL 33542                                                                       |                     | Land                                    |                            | \$27,972          |                                |                             |              |                  |              |
|                                                                                             |                     | Building                                |                            | \$118,610         |                                |                             |              |                  |              |
|                                                                                             |                     | Extra Features                          |                            | \$1,376           |                                |                             |              |                  |              |
| <b>Physical Address</b>                                                                     |                     |                                         |                            |                   |                                |                             |              |                  |              |
| 38633 4TH AVENUE, ZEPHYRHILLS, FL 33542                                                     |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Legal Description (First 200 characters)</b>                                             |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <u>See Plat for this Subdivision</u>                                                        |                     |                                         |                            | <b>Non-School</b> | <b>School</b>                  |                             |              |                  |              |
| CITY OF ZEPHYRHILLS PB 1 PG 54 LOTS 16 & 17                                                 |                     | Assessed                                |                            | \$147,958         | \$147,958                      |                             |              |                  |              |
| BLOCK 170                                                                                   |                     | Homestead Exemption                     |                            | -\$50,000         | -\$25,000                      |                             |              |                  |              |
| <b>Jurisdiction</b>                                                                         |                     | Additional Exemptions                   |                            | -\$0              | -\$0                           |                             |              |                  |              |
| CITY OF ZEPHYRHILLS                                                                         |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Community Dev District</b>                                                               |                     | <b>Taxable Value</b>                    |                            | <b>\$97,958</b>   | <b>\$122,958</b>               |                             |              |                  |              |
| N/A                                                                                         |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Community Redevelopment Area</b>                                                         |                     |                                         |                            |                   |                                |                             |              |                  |              |
| Zephyrhills 2012                                                                            |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Land Detail (Card: 1 of 1)</b>                                                           |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Line</b>                                                                                 | <b>Use</b>          | <b>Description</b>                      | <b>Code</b>                | <b>Zoning</b>     | <b>Units</b>                   | <b>Type</b>                 | <b>Price</b> | <b>Condition</b> | <b>Value</b> |
| 1                                                                                           | 0100R               | SFR                                     | LP2-1                      | 00R4              | 8400.000                       | SF                          | \$3.33       | 1.00             | \$27,972     |
| <b>Additional Land Information</b>                                                          |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Acres</b>                                                                                | <b>Tax Area</b>     | <b>FEMA Code</b>                        | <b>Subsidence Activity</b> |                   |                                | <b>Neighborhood Code(s)</b> |              |                  |              |
| 0.19                                                                                        | ZH                  | X                                       | None Reported              |                   |                                | ZHLH                        |              |                  |              |
| <b>View Sketch Building Information - Use 0100-Single Family Residential (Card: 1 of 1)</b> |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Year Built</b>                                                                           | 1955                |                                         | <b>Stories</b>             |                   | 1.0                            |                             |              |                  |              |
| <b>Exterior Wall 1</b>                                                                      | Asbestos Shingle    |                                         | <b>Exterior Wall 2</b>     |                   | None                           |                             |              |                  |              |
| <b>Roof Structure</b>                                                                       | Gable or Hip        |                                         | <b>Roof Cover</b>          |                   | Asphalt or Composition Shingle |                             |              |                  |              |
| <b>Interior Wall 1</b>                                                                      | Drywall             |                                         | <b>Interior Wall 2</b>     |                   | None                           |                             |              |                  |              |
| <b>Flooring 1</b>                                                                           | Hardwood            |                                         | <b>Flooring 2</b>          |                   | Parquet                        |                             |              |                  |              |
| <b>Fuel</b>                                                                                 |                     |                                         | <b>Heat</b>                |                   | Forced Air - Ducted            |                             |              |                  |              |
| <b>A/C</b>                                                                                  | Central             |                                         | <b>Baths</b>               |                   | 1.5                            |                             |              |                  |              |
| <b>Line</b>                                                                                 | <b>Code</b>         | <b>Description</b>                      | <b>Sq. Feet</b>            |                   | <b>Value</b>                   |                             |              |                  |              |
| 1                                                                                           | FSA01               | FINISHED SCREENED ALUM PORCH            | 368                        |                   | \$12,572                       |                             |              |                  |              |
| 2                                                                                           | FCP01               | FINISHED CARPORT                        | 288                        |                   | \$7,017                        |                             |              |                  |              |
| 3                                                                                           | FEP01               | FINISHED ENCL PORCH                     | 286                        |                   | \$19,492                       |                             |              |                  |              |
| 4                                                                                           | UST01               | UNFINISHED STORAGE                      | 100                        |                   | \$3,898                        |                             |              |                  |              |
| 5                                                                                           | FOP01               | FINISHED OPEN PORCH                     | 88                         |                   | \$2,144                        |                             |              |                  |              |
| 6                                                                                           | BAS01               | LIVING AREA                             | 754                        |                   | \$73,485                       |                             |              |                  |              |
| <b>Extra Features (Card: 1 of 1)</b>                                                        |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Line</b>                                                                                 | <b>Code</b>         | <b>Description</b>                      | <b>Year</b>                | <b>Units</b>      | <b>Value</b>                   |                             |              |                  |              |
| 1                                                                                           | RDWSWC              | DRVWAY/SIDEWALK CONC                    | 1973                       | 400               | \$198                          |                             |              |                  |              |
| 2                                                                                           | RUDU-M              | UNFIN DETACH UTIL MT                    | 1991                       | 1                 | \$152                          |                             |              |                  |              |
| 3                                                                                           | RDCFENCE            | DECORATIVE FENCE                        | 1998                       | 350               | \$131                          |                             |              |                  |              |
| 4                                                                                           | RPVCFSF             | PVC FENCING (SF)                        | 2009                       | 420               | \$895                          |                             |              |                  |              |
| <b>Sales History</b>                                                                        |                     |                                         |                            |                   |                                |                             |              |                  |              |
| <b>Previous Owner:</b>                                                                      |                     | <b>LAIN DAVID W &amp; PAMELA E</b>      |                            |                   |                                |                             |              |                  |              |
| <b>Month/Year</b>                                                                           | <b>Book/Page</b>    | <b>Type</b>                             | <b>DOR Code</b>            | <b>Condition</b>  | <b>Amount</b>                  |                             |              |                  |              |
| 9/2023                                                                                      | <u>10890 / 2538</u> | Warranty Deed                           | <u>01</u>                  | I                 | \$230,000                      |                             |              |                  |              |
| 1/2021                                                                                      | <u>10266 / 3980</u> | Warranty Deed                           | <u>01</u>                  | I                 | \$130,000                      |                             |              |                  |              |
| 1/2013                                                                                      | <u>8819 / 1772</u>  | Warranty Deed                           | <u>01</u>                  | I                 | \$63,500                       |                             |              |                  |              |
| 8/2008                                                                                      | <u>7934 / 0041</u>  | Warranty Deed                           |                            | I                 | \$79,000                       |                             |              |                  |              |
| 6/2008                                                                                      | <u>7856 / 1578</u>  | Certificate of Title                    |                            | I                 | \$0                            |                             |              |                  |              |
| 9/2005                                                                                      | <u>6621 / 1585</u>  | Warranty Deed                           |                            | I                 | \$145,000                      |                             |              |                  |              |
| 9/2004                                                                                      | <u>6053 / 1401</u>  | Warranty Deed                           |                            | I                 | \$106,000                      |                             |              |                  |              |
| 10/2000                                                                                     | <u>4467 / 1102</u>  | Warranty Deed                           |                            | I                 | \$64,500                       |                             |              |                  |              |

## Paint Voucher Program Supporting Data Checklist

### Checklist must be submitted with application

#### Paint:

- ☒ Provide samples of the three colors chosen: Body – Trim – Accent
- ☒ Note on sample which is body color, trim color, and accent color.
- ☒ Submit W-9 for tax purposes.
- ☐ Submit written estimate from painter of your choice, excluding labor and materials or written estimate of paint cost.

### Attach Color Sample

SW 7010  
White Duck

254-C5

Body

SW 7005  
Pure White

TR 06

TRIM

SW 6050  
Abalone Shell

TR 03

Door



## **BUSINESS ITEMS 1.4**

Matching Commercial Facade Grant - Salon on 5th 5126 7th Street Zephyrhills

### **Issue:**

The CRA Board of Commissioners approve a Matching Commercial Facade Grant in the amount of \$5000 for Salon located at 5126 7th Street.

### **Background:**

The applicant, Amber Bruss, is relocating her business to 5126 7th Street, Zephyrhills. Ms. Bruss plans to paint the building, install a new handicap ramp, install new signage, a new front door and landscaping at 5126 7th Street. The total cost of project is \$10,200, grant application and supporting materials are provided in your back-up. The building was constructed in 1930, changes will be reviewed by the Planning Department Preservation Planner and the City's Building Department for any permitting requirements.

### **Attachment(s):**

1. Salon on 5th
2. Salon on 5th Colors

### **Fiscal Impact:**

Funding for the CRA Grant programs is provided in the approved FY 2023/2024 budget.

### **Staff Recommendation:**

The application meets all requirements and staff recommends approval.



## Matching Facade Rehabilitation Application

Applicant Name: Amber Bruss

Mailing Address: 34466 Oriole Terr, Dade City FL  
33523

Business Name: Salon on 5th

Phone: 217-827-1655 Email: abruss3@yahoo.com

Property Owner: Victoria Zirbel

Property Address: 5126 7th Street

Total Cost of Project: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

### Please attach the following:

Addendum A - Project Rendering

Addendum B - Professional Estimate(s) from an architect or licensed contractor

Sign \_\_\_\_\_ New \_\_\_\_\_ Replacement \_\_\_\_\_ Altered \_\_\_\_\_



**Application will not be reviewed without all supporting data.**

I hereby submit the attached plans, specifications and/or color samples for the proposed project and understand that the Zephyrhills CRA Board must approve. No work shall begin until I have received written approval from the ZCRA. No funding is guaranteed until completed application is approved by the ZCRA Board. I agree to place a ZCRA Grant sign for the duration of the project and agree to return the sign. Grant monies will not be paid until the project is completed as designed and a paid invoice (s) is provided. The project must be completed within 1 year of grant approval. I agree to leave the completed project in its approved design and colors for a period of 5 years from the date of completion. I understand a W-9 must be provided to the City of Zephyrhills before reimbursement funds are paid

\_\_\_\_\_  
Amber Bruss  
Print Name

\_\_\_\_\_  
Amber Bruss  
Date Signature of Applicant

Google Maps 5126 7th St

Zephyrhills, Florida

Google Street View

Mar 2021 [See more dates](#)



Image capture: Mar 2021 © 2024 Google



## PROJECT DESCRIPTION

Improvements to 5126 7<sup>th</sup> Street (Salon on 5<sup>th</sup>) will include repainting the exterior walls, windows, front door and porch; painting and sealing the existing metal roof; replacing one exterior door to match the existing front door; installation of a new ground sign; installation of a handicap (ADA-accessible) ramp on the front of the building; and installation of landscaping along the street-side façades of the building to improve the overall quality and appearance of the property.

|                  |                   |
|------------------|-------------------|
| Ramp - \$2,000   |                   |
| Painting outside | \$3,500           |
| Sign             | \$3,300           |
| New Front door   | \$400.00          |
| Landscaping      | <u>\$1,000.00</u> |
|                  | 10,200            |

|                                                                                                        |                             |                                         |                            |                       |                     |                 |                             |                  |              |
|--------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------------|----------------------------|-----------------------|---------------------|-----------------|-----------------------------|------------------|--------------|
| <b>Parcel ID</b>                                                                                       |                             | 11-26-21-0010-18400-0130 (Card: 1 of 1) |                            |                       |                     |                 |                             |                  |              |
| <b>Classification</b>                                                                                  |                             | 01700-Office 1 Story                    |                            |                       |                     |                 |                             |                  |              |
| <b>Mailing Address</b>                                                                                 |                             | <b>Just Value</b>                       |                            | <b>Property Value</b> |                     |                 |                             |                  |              |
| ZIRBEL TERRY A & VICTORIA J                                                                            |                             |                                         |                            | <b>\$41,834</b>       |                     |                 |                             |                  |              |
| 37051 PHELPS RD                                                                                        |                             | Ag Land                                 |                            | \$0                   |                     |                 |                             |                  |              |
| ZEPHYRHILLS, FL 33541-7424                                                                             |                             | Land                                    |                            | \$15,400              |                     |                 |                             |                  |              |
|                                                                                                        |                             | Building                                |                            | \$26,374              |                     |                 |                             |                  |              |
|                                                                                                        |                             | Extra Features                          |                            | \$60                  |                     |                 |                             |                  |              |
| <b>Physical Address</b>                                                                                |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| 5126 7TH STREET, ZEPHYRHILLS, FL 33542                                                                 |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Legal Description (First 200 characters)</b>                                                        |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <a href="#">See Plat for this Subdivision</a>                                                          |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| ZH MB 1 PG 54 L13, 14 BLK 184 OR 1189 PG                                                               |                             | Assessed                                |                            | <b>Non-School</b>     |                     | <b>School</b>   |                             |                  |              |
| 1952                                                                                                   |                             | Homestead Exemption                     |                            | \$41,834              |                     | \$41,834        |                             |                  |              |
|                                                                                                        |                             | Additional Exemptions                   |                            | -\$0                  |                     | -\$0            |                             |                  |              |
| <b>Jurisdiction</b>                                                                                    |                             |                                         |                            | -\$0                  |                     | -\$0            |                             |                  |              |
| <a href="#">CITY OF ZEPHYRHILLS</a>                                                                    |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Community Dev District</b>                                                                          |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| N/A                                                                                                    |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Community Redevelopment Area</b>                                                                    |                             | <b>Taxable Value</b>                    |                            | <b>\$41,834</b>       |                     | <b>\$41,834</b> |                             |                  |              |
| Zephyrhills 1999                                                                                       |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Land Detail (Card: 1 of 1 )</b>                                                                     |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Line</b>                                                                                            | <b>Use</b>                  | <b>Description</b>                      | <b>Code</b>                | <b>Zoning</b>         | <b>Units</b>        | <b>Type</b>     | <b>Price</b>                | <b>Condition</b> | <b>Value</b> |
| 1                                                                                                      | 1700C                       | Office 1 Story                          | M7STA-1                    | 00SD                  | 7000.000            | SF              | \$2.20                      | 1.00             | \$15,400     |
| <b>Additional Land Information</b>                                                                     |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Acres</b>                                                                                           | <b>Tax Area</b>             | <b>FEMA Code</b>                        | <b>Subsidence Activity</b> |                       |                     |                 | <b>Neighborhood Code(s)</b> |                  |              |
| 0.16                                                                                                   | ZH                          | X                                       | None Reported              |                       |                     |                 | <a href="#">MZST</a>        |                  |              |
| <a href="#">View Sketch</a> <b>Building Information - Use 1700-Offices (One Story) (Card: 1 of 1 )</b> |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Year Built</b>                                                                                      | 1930                        |                                         | <b>Stories</b>             |                       | 1.0                 |                 |                             |                  |              |
| <b>Exterior Wall 1</b>                                                                                 | Aluminum Siding             |                                         | <b>Exterior Wall 2</b>     |                       | None                |                 |                             |                  |              |
| <b>Roof Structure</b>                                                                                  | Gable or Hip                |                                         | <b>Roof Cover</b>          |                       | Metal               |                 |                             |                  |              |
| <b>Interior Wall 1</b>                                                                                 | Wall Board or Wood Wall     |                                         | <b>Interior Wall 2</b>     |                       | None                |                 |                             |                  |              |
| <b>Flooring 1</b>                                                                                      | Pine or Soft Wood           |                                         | <b>Flooring 2</b>          |                       | None                |                 |                             |                  |              |
| <b>Fuel</b>                                                                                            | Electric                    |                                         | <b>Heat</b>                |                       | Forced Air - Ducted |                 |                             |                  |              |
| <b>A/C</b>                                                                                             | Central                     |                                         | <b>Baths</b>               |                       | 1.0                 |                 |                             |                  |              |
| <b>Line</b>                                                                                            | <b>Code</b>                 | <b>Description</b>                      | <b>Sq. Feet</b>            |                       | <b>Value</b>        |                 |                             |                  |              |
| 1                                                                                                      | FCP01                       | FINISHED CARPORT                        | 560                        |                       | \$3,523             |                 |                             |                  |              |
| 2                                                                                                      | FOP01                       | FINISHED OPEN PORCH                     | 160                        |                       | \$1,208             |                 |                             |                  |              |
| 3                                                                                                      | BAS01                       | LIVING AREA                             | 860                        |                       | \$21,643            |                 |                             |                  |              |
| <b>Extra Features (Card: 1 of 1 )</b>                                                                  |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Line</b>                                                                                            | <b>Code</b>                 | <b>Description</b>                      | <b>Year</b>                | <b>Units</b>          | <b>Value</b>        |                 |                             |                  |              |
| 1                                                                                                      | CUDU-M                      | UNFIN DETACH UTIL MT                    | 1985                       | 1                     | \$60                |                 |                             |                  |              |
| <b>Sales History</b>                                                                                   |                             |                                         |                            |                       |                     |                 |                             |                  |              |
| <b>Previous Owner:</b>                                                                                 |                             | NEAR ELIZABETH A                        |                            |                       |                     |                 |                             |                  |              |
| <b>Month/Year</b>                                                                                      | <b>Book/Page</b>            | <b>Type</b>                             | <b>DOR Code</b>            | <b>Condition</b>      | <b>Amount</b>       |                 |                             |                  |              |
| 5/1982                                                                                                 | <a href="#">1189 / 1952</a> |                                         |                            | I                     | \$28,000            |                 |                             |                  |              |
| 6/1977                                                                                                 | <a href="#">0894 / 0125</a> |                                         |                            | I                     | \$18,500            |                 |                             |                  |              |



Building



Front  
Door



Roof  
and  
Accent  
Color

## **BUSINESS ITEMS 1.5**

### **CRA Commercial Improvement Grant Draft**

#### **Issue:**

The CRA Board of Commissioners review and provide direction to staff on changes to the current CRA Commercial Improvement Grant.

#### **Background:**

The CRA Commercial Grant programs are not being utilized in the district and the buildings are not being rehabilitated in a manner that improves the overall commercial district, which would entice new businesses, new jobs, and new customers.

Staff has added additional eligible expenses to the grant for your review and increased the maximum grant amount from \$5000 to \$20,000. The grant would still be a matching grant program. The idea is to help new and existing businesses and property owners with improvements to the entire building and, by increasing the grant amount, encourage more investment into the CRA.

This year the CRA budgeted \$200,000 for Facade Grants, to date, \$16,337 has been encumbered. Last year's total for Facade Grants was 19,000.

A draft of the Commercial Improvement Grant is provided in your back-up.

#### **Attachment(s):**

1. Commercial Improvement Grant

#### **Fiscal Impact:**

No additional funding is required.

#### **Staff Recommendation:**

CRA Staff is requesting the CRA Board of Commissioners provide input and direction for changes to the Commercial Grant Program.

## **Downtown Zephyrhills Community Redevelopment Agency**

### **Commercial Improvement Grant**

#### **Introduction**

The Zephyrhills CRA (COMMUNITY REDEVELOPMENT AGENCY) District contains a small number of historic and architecturally significant buildings but collectively, these structures reflect the rich history and heritage that give Zephyrhills its distinctive character. Historic buildings coexist with more traditional commercial storefronts to create a diverse and aesthetically pleasing business district. Unfortunately, time and in some cases, inappropriate remodeling has taken a toll on the facades of many buildings throughout the district. To create a pleasing walkable commercial district, the CRA would also like to encourage specialty retail, for example, restaurants, coffee shops, bakeries. The Commercial Improvement Grant Program will fund improvements for Zephyrhills to realize its' full potential, aesthetically and economically. The Program will serve as an incentive to utilize vacant and or older commercial and mixed-use space, which will lead to increased investment and economic vitality within the CRA district. This grant program is consistent with the intent of Section 163.350, Florida Statutes, specifically "encouraging voluntary rehabilitation" of vacant and/or underutilized commercial and mixed-use properties within the CRA district.

#### **Program Objectives**

The Commercial Improvement Grant encourages rehabilitation and preservation of commercial buildings by offering a financial incentive of up to \$20,000. it is hoped that in addition to improving the building, the program will provide an incentive for complete rehabilitation of the structures. Rehabilitation means the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient, contemporary use while preserving those portions which are significant to its historic, architectural, and cultural values. The CRA Grant Programs are based on historic preservation of the building stock within the district should the

commercial building not be deemed historic all improvements, alterations, and /or modifications will compliment and add to a more pleasing pedestrian commercial district with a mix of retail and business uses. Grant funds are allocated until the Program funding is depleted; grants are approved on a first-come-first served basis. Once approved, the applicant will have six months to complete the project.

## **Project Goals**

Eligible applicants may receive grant funding for the following:

1. Expanding and improving older and underused buildings to increase commercial intensity or renovating a historic structure;
2. Bring existing buildings into compliance with the Americans with Disability Act (ADA), Florida Building Code (FBC), and the Florida Fire Protection Code;
3. Assisting the small business community grow and prosper;
4. Promote job creation in the CRA District;
5. Promote pedestrian friendly commercial District;
6. Increase the customer base or customer opportunity in the CRA District.

## **Procedure**

1. The application is submitted to CRA staff to determine if the proposed work is eligible for grant funds.
2. The application package is sent to the City of Zephyrhills Planning Department to evaluate its compliance with the Land Development and Zoning Regulations.
3. If the building is within the City's Historic District the application must be reviewed by the City's Historic Preservation staff.

4. After the review process, the application is placed on the next CRA Board agenda for final approval.
5. Once the application is approved by the CRA Board, a letter of approval is provided to the applicant. Any work commenced prior to CRA Board approval will invalidate the grant application and funding.
6. The applicant is responsible for all permits required by the city of Zephyrhills Building Department. Grant funds cannot be used for permit fees.
7. Upon completion of project with all inspections completed and all contractors and materials paid in full. The CRA will provide grant funds as approved. Any unapproved changes will void the Grant. If the applicant decides to change the project those changes will need to be reviewed by the CRA staff before any work is done.

### **Disbursement of Funds**

1. Submit proof that all City Inspections have been completed.
2. Submit a paid invoice from contractors with canceled checks or credit card statement. Provide a statement that all work as approved by the CRA Board is complete and all materials and labor for the work is paid in full.
3. Submit photographs of building after all improvements have been completed
4. CRA staff will review and verify work has been completed to work approved by the CRA Board.
5. Reimbursement information will be submitted to the City Finance Department for payment as provided in the application.
6. A W9 form is required before funds will be disbursed.

## **RELOCATION**

It is not the intent of the Zephyrhills Community Redevelopment Agency to engage in any rehabilitation activity that requires vacating property.

## **NONDISCRIMINATION**

The Commercial Improvement Grant shall be available to anyone meeting the eligibility requirements, and no one shall be denied the benefits of said program because of race, color, national origin, or gender.

## **ELIGIBILITY REQUIREMENTS**

Businesses within the designated CRA District are eligible to apply for the grant funds (See attached map for district boundary.) The grant funds are available to properties one time only, grant funds are not for routine maintenance. The grant funds are available on a first come, first serve basis for all eligible improvements. The disbursement of funds is upon completion of work and proof of all materials and contractor and/or sub-contractors, if applicable, being paid in full. Applicants must comply with the following criteria and submit a complete application with all required submittals before review. Approval is not automatic. Decisions will be based on the criteria and how closely the project meets the goals of the CRA Master Plan.

1. The business owner must hold a current Business Tax Receipt (BTR) to do business in the City of Zephyrhills (copy of current BTR).
2. All grants require property owner provide evidence of ownership and all city and county property taxes are current by submitting a current property tax statement with application. Tenant is

eligible to apply for a grant contingent upon a notarized letter of approval from the property owner.

3. Governmental entities, tenants of government owned buildings, non-profits, or residential conversions are not eligible for grant program
4. The building must be structurally sound and meet or have approved plans for rehabilitation to meet the minimum building and life safety codes that apply.
5. Properties with code enforcement violations are not eligible.
6. Grant recipients must agree to display a ZCRA sign on their property while the project is in progress. Upon completion of project, ZCRA sign will be returned.
7. Grant recipients must maintain improvements for at least five (5) years.

## **ELIGIBLE IMPROVEMENTS**

### **Awnings/Canopies**

The awnings/canopies can be an addition or a replacement of an existing awning/ canopy. The awnings/canopies should be compatible with the building. Installation of awnings/canopies should be above storefront opening or along the storefront to provide protection from the elements for the pedestrian. The replacement of an existing awning is eligible only when it is a new style, color, and modification in the awning design. It is not to replace an awning that otherwise is part of normal maintenance. Design will be reviewed and approved by CRA staff.

### **Windows New or Replacement**

Windows will incorporate the original historical appearance or provide a more traditional storefront appearance and will not include any

tinting, opaque glass or mirrored and reflective glass. Scaled elevation drawing which depicts the size, dimensions, and locations of window improvements or modifications including information from window manufacturer must be submitted with application.

## **Paint**

New paint is an aesthetic improvement on historical or conventional building structures; colors should complement the structure and surroundings. New paint will include three (3) colors, paint scheme will be reviewed and approved by CRA staff.

**Please note: Repainting of a building with the same color as part of scheduled maintenance is not eligible.**

## **Doors New or Replacement**

When door replacements are part of a storefront remodeling or restoration that incorporates the original historical appearance or a more traditional storefront appearance, it is an eligible activity. A drawing which depicts the location and dimension of proposed door (s) including specifications from door manufacture must be submitted with application. The proposed door design will be reviewed and approved by staff.

## **Exterior Lighting**

Improvement and/ or addition of exterior lighting that enhances a building and improves the pedestrian environment by illuminating the sidewalk are eligible. A drawing which depicts the location and dimension of proposed lighting including specifications from lighting manufacturer must be submitted with application and subject to CRA approval.

### **Parking Lot Improvements**

Improvement of existing parking lots that help improve the building's overall appearance. Must include three quotes and a description of services.

### **Fire Suppression System**

Installation of a new fire suppression system must improve the safety of residents and promote greater utilization of currently vacant or underutilized space. The building must not currently have a fire suppression system in place. A new fire suppression system is limited to restaurants and cafes. Plans for the design and installation of the fire suppression system must be submitted with application.

### **Grease Traps**

The grease trap must be located inside the building or under the sink. The building must not currently have a grease trap in place. A new grease trap is limited to restaurants and cafes. Plans for the design and installation of the grease trap must be submitted with application.

**Funding will be capped at \$5000 in matching funds from the Commercial Improvement Grant.**

### **Signage**

Signage is especially important to a commercial building, designed, constructed, and maintained to complement the architectural features of the building and harmonize with the adjacent buildings. The sign must be unique and add to the overall aesthetic of the commercial site. **Signage funding is capped at \$1000 in matching funds from the Commercial Improvement Grant.**

### **Interior Improvements**

For food service businesses, restaurants, coffee shops, bakeries (a building or place whose main purpose is the preparation and serving of food and drink to people for consumption). The grant will fund:

Interior plumbing to meet code for food service.

Interior electrical system to meet code for food service.

HVAC system to meet code for food service.

### **Other Improvements or Modifications**

Additional repairs, improvements, and/or modifications not listed will be reviewed case-by-case. The Zephyrhills Community Redevelopment Agency Board of Commissioners will have final approval.

### **INELIGIBLE IMPROVEMENTS**

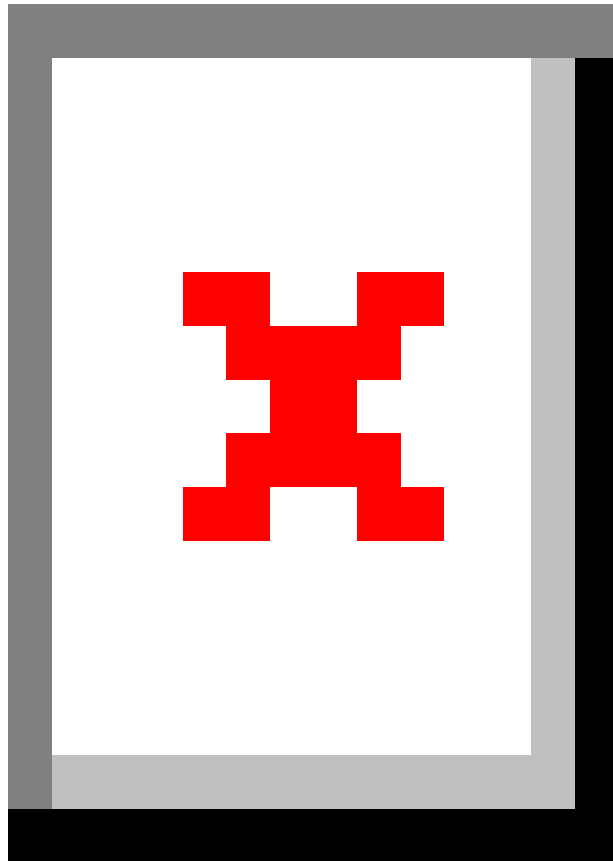
1. Any service performed by a non-licensed contractor or work which is inconsistent with the City's adopted codes
2. Sweat equity payments, i.e., reimbursement for applicant's own labor and performance of renovation work.
3. Improvements to properties that "expand" non-conforming uses.
4. New Construction
5. Installation of aluminum or vinyl siding.
6. Structural Repairs and/or roof and chimney repairs.
7. Fences and landscape improvements.
8. Any modifications or additions not approved by CRA and/or City staff or CRA Board of Commissioners.

9. "Soft Cost" for improvements including but not limited to: Design, sales taxes, installation, on site dumpsters, architectural plans, etc.

## **SUBMITTAL REQUIREMENTS**

1. Complete, sign and return the application to the CRA Department, 5335 8th Street Zephyrhills.
2. Submit a detailed written description of all improvements and/or modifications.
3. Submit a written description of the proposed business including hours of operation.
4. Submit an elevation/drawing which depicts the size, dimension, and location of all improvements or modifications.
5. Submit samples of material to be used when applicable. Including specifications and material information from all manufactures.
  - A color fabric or material sample for awning.
  - Paint samples of the exterior paint noting body and trim colors must provide three (three) colors.
  - All specifications for windows and doors.
  - Photographs of front, sides and rear of building showing existing conditions.
  - Color rendering of sign including size and location of sign on building or property.
  - Detailed cost estimate from licensed contractor or architect for improvements as detailed in written description.
  - Copy of contract with licensed contractor or sub-contractor registered with the Pasco County Licensing Board and the City of Zephyrhills.





## FOR CRA STAFF ONLY

### Checklist for Application Completeness:

- ☐ Business is located within the CRA District.
- ☐ Copy of Business Tax Receipt, BTR, Business License.
- ☐ If the applicant is tenant, copy of a notarized letter of approval from owner of property.
- ☐ Verified Property Taxes, both city and county, are current.
- ☐ Building meets all current building and life safety codes or has approved plans submitted to the City's Building Department. Verified by Building Department.
- ☐ Business is a permitted use as outlined in the City of Zephyrhills Land Development Code and meets the intent of the zoning code
- ☐ Detailed written description of proposed improvements.
- ☐ Detailed written description of proposed business including hours of operation.
- ☐ Drawing which depicts the size, dimensions, and locations of improvements or modifications.
- ☐ Construction and cost estimate from licensed contractor for project as detailed.
- ☐ Copy of contract with a licensed contractor registered with the Pasco County Licensing Board and the City of Zephyrhills.
- ☐ Samples: A color fabric or material sample for awning Paint sample noting body and trim colors Detailed specifications and rendering of windows and/or doors, if applicable.
- ☐ Current pictures of building, showing front and sides of building.
  
- ☐ CRA Representative: \_\_\_\_\_
  
- ☐ Date: \_\_\_\_\_

## **BUSINESS ITEMS 1.6**

### **Private to Public Parking Lot Opportunity**

#### **Issue:**

The CRA Board of Commissioners provide input and direct CRA staff and the City Attorney to create parking lot agreements for 38305 4th Avenue - First Baptist Church of Zephyrhills, and Peeples Family Corporation Parcel ID # 11-26-21-0010-16600-0210 located at the SE corner of 6th Street and 5th Avenue. To be used as public parking lots with all the same regulations as all city parking lots.

#### **Background:**

The CRA district is in need of public parking. The owners are interested in providing their lots for use as public parking in exchange for maintenance and liability insurance coverage and for the one property, Peeples Family Corporation, property tax reimbursement. Staff is requesting the CRA Board of Commissioners provide input and direct staff to develop an agreement for the above properties to be used as public parking. In the 2024/2025 Budget, staff will include funding for fencing and striping of the parking lots.

#### **Attachment(s):**

1. First Baptist Church 1
2. Peeples Family

#### **Fiscal Impact:**

Current budget - None

#### **Staff Recommendation:**

Staff seeks direction from the CRA Board of Commissioners on parking lot agreements.

|                                            |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
|--------------------------------------------|-------------|---------------------|-------------------------------------------|-----------------------------------------------------------------------|-----------|-----------|----------------------|-----------|----------|--------|
| Parcel ID                                  |             |                     | 11-26-21-0010-16500-0195 (Card: 001 of 1) |                                                                       |           |           |                      |           |          |        |
| Classification                             |             |                     | 00000-Vacant                              |                                                                       |           |           |                      |           |          |        |
| Mailing Address                            |             |                     |                                           | Property Value                                                        |           |           |                      |           |          |        |
| TRUSTEE CORPORATION OF THE                 |             |                     |                                           | Just Value                                                            |           | \$77,215  |                      |           |          |        |
| FIRST BAPTIST CHURCH OF                    |             |                     |                                           | Ag Land                                                               |           | \$0       |                      |           |          |        |
| ZEPHYRHILLS INC                            |             |                     |                                           | Land                                                                  |           | \$69,930  |                      |           |          |        |
| 38231 5TH AVE                              |             |                     |                                           | Building                                                              |           | \$0       |                      |           |          |        |
| ZEPHYRHILLS, FL 33542-4975                 |             |                     |                                           | Extra Features                                                        |           | \$7,285   |                      |           |          |        |
| Physical Address                           |             |                     |                                           | Non-School                                                            |           |           |                      |           |          | School |
| 38305 4TH AVENUE, ZEPHYRHILLS, FL 33542    |             |                     |                                           | Assessed                                                              |           | \$48,790  |                      | \$77,215  |          |        |
| Legal Description (First 200 characters)   |             |                     |                                           | Homestead Exemption                                                   |           | -\$0      |                      | -\$0      |          |        |
| See Plat for this Subdivision              |             |                     |                                           | Additional Exemptions                                                 |           | -\$48,790 |                      | -\$77,215 |          |        |
| TOWN OF ZEPHYRHILLS PB 1 PG 54 LOTS 19     |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| THRU 24 INCL BLOCK 165 OR 4724 PG 1889     |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Jurisdiction                               |             |                     |                                           | Taxable Value                                                         |           | \$0       |                      | \$0       |          |        |
| CITY OF ZEPHYRHILLS                        |             |                     |                                           | Warning: A significant taxable value increase may occur when sold.    |           |           |                      |           |          |        |
| Community Dev District                     |             |                     |                                           | Click here for details and info. regarding the posting of exemptions. |           |           |                      |           |          |        |
| N/A                                        |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Community Redevelopment Area               |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Zephyrhills 1999                           |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Land Detail (Card: 1 of 1 )                |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Line                                       | Use         | Description         | Code                                      | Zoning                                                                | Units     | Type      | Price                | Condition | Value    |        |
| 1                                          | 7100V       | Church              | LP2-1                                     | FBC5                                                                  | 10500.000 | SF        | \$3.33               | 1.00      | \$34,965 |        |
| 2                                          | 7100V       | Church              | LP2-1                                     | FBC5                                                                  | 10500.000 | SF        | \$3.33               | 1.00      | \$34,965 |        |
| Additional Land Information                |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Acres                                      | Tax Area    | FEMA Code           | Subsidence Activity                       |                                                                       |           |           | Neighborhood Code(s) |           |          |        |
| 0.48                                       | ZH          | X                   | None Reported                             |                                                                       |           |           | ZHLH                 |           |          |        |
| Building Information - Use (Card: 1 of 1 ) |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Unimproved Parcel                          |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Extra Features (Card: 1 of 1 )             |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Line                                       | Code        | Description         | Year                                      |                                                                       | Units     |           | Value                |           |          |        |
| 1                                          | RPAVASP     | PAVING ASPHALT      | 2003                                      |                                                                       | 10,400    |           | \$5,780              |           |          |        |
| 2                                          | RCLFENCE    | CHAIN LINK FENCE    | 2006                                      |                                                                       | 1,360     |           | \$612                |           |          |        |
| 3                                          | R8CBWS      | 8" CB WALL W/STUCCO | 2006                                      |                                                                       | 380       |           | \$893                |           |          |        |
| Sales History                              |             |                     |                                           |                                                                       |           |           |                      |           |          |        |
| Previous Owner:                            |             |                     |                                           | N/A                                                                   |           |           |                      |           |          |        |
| Month/Year                                 | Book/Page   |                     | Type                                      | DOR Code                                                              |           | Condition |                      | Amount    |          |        |
| 9/2001                                     | 4724 / 1889 |                     | Warranty Deed                             |                                                                       |           | I         |                      | \$0       |          |        |
| 7/1979                                     | 1016 / 1718 |                     | Warranty Deed                             |                                                                       |           | I         |                      | \$20,000  |          |        |
| 2/1976                                     | 0827 / 1104 |                     | Warranty Deed                             |                                                                       |           | I         |                      | \$0       |          |        |
| 1/1972                                     | 0618 / 0745 |                     |                                           |                                                                       |           | I         |                      | \$10,500  |          |        |

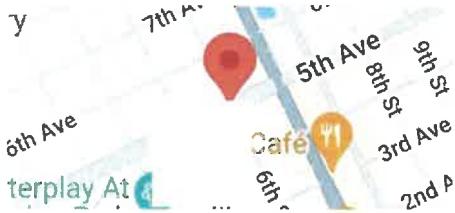
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Google Maps 5115 5th St

Zephyrhills, Florida  
Google Street View  
Nov 2023 [See more dates](#)



Image capture: Nov 2023 © 2024 Google



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|                                                   |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
|---------------------------------------------------|-----------------------------|------------------------------------------------------------------------|----------------------------|-----------------------|---------------|-------------------|-----------------------------|------------------|--------------|
| <b>Parcel ID</b>                                  |                             | 11-26-21-0010-16600-0210 (Card: 001 of 1)                              |                            |                       |               |                   |                             |                  |              |
| <b>Classification</b>                             |                             | 01000-Vacant Comm                                                      |                            |                       |               |                   |                             |                  |              |
| <b>Mailing Address</b>                            |                             |                                                                        |                            | <b>Property Value</b> |               |                   |                             |                  |              |
| PEEPLES FAMILY CORPORATION                        |                             |                                                                        |                            | <b>Just Value</b>     |               | <b>\$47,470</b>   |                             |                  |              |
| INC                                               |                             |                                                                        |                            | Ag Land               |               | \$0               |                             |                  |              |
| 11 SUNNYBROOK TRL                                 |                             |                                                                        |                            | Land                  |               | \$47,470          |                             |                  |              |
| CLYDE, NC 28721-6752                              |                             |                                                                        |                            | Building              |               | \$0               |                             |                  |              |
| <b>Physical Address</b>                           |                             |                                                                        |                            | Extra Features        |               | \$0               |                             |                  |              |
| No Physical Address                               |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Legal Description (First 200 characters)</b>   |                             |                                                                        |                            |                       |               | <b>Non-School</b> |                             | <b>School</b>    |              |
| <a href="#">See Plat for this Subdivision</a>     |                             |                                                                        |                            | Assessed              |               | \$47,470          |                             | \$47,470         |              |
| CITY OF ZEPHYRHILLS PB 1 PG 54 NORTH 90 FT        |                             |                                                                        |                            | Homestead Exemption   |               | -\$0              |                             | -\$0             |              |
| OF LOTS 21 22 23 & 24 BLOCK 166 OR 8580 PG 279    |                             |                                                                        |                            | Additional Exemptions |               | -\$0              |                             | -\$0             |              |
| <b>Jurisdiction</b>                               |                             |                                                                        |                            | <b>Taxable Value</b>  |               | <b>\$47,470</b>   |                             | <b>\$47,470</b>  |              |
| <a href="#">CITY OF ZEPHYRHILLS</a>               |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Community Dev District</b>                     |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| N/A                                               |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Community Redevelopment Area</b>               |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| Zephyrhills 1999                                  |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Land Detail (Card: 1 of 1 )</b>                |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Line</b>                                       | <b>Use</b>                  | <b>Description</b>                                                     | <b>Code</b>                | <b>Zoning</b>         | <b>Units</b>  | <b>Type</b>       | <b>Price</b>                | <b>Condition</b> | <b>Value</b> |
| 1                                                 | 1000V                       | Vacant Commercial                                                      | M5AVB-1                    | FBC5                  | 7000.000      | SF                | \$5.41                      | 1.00             | \$37,870     |
| 2                                                 | 1000V                       | Vacant Commercial                                                      | M5AVB-2                    | FBC5                  | 6000.000      | SF                | \$1.60                      | 1.00             | \$9,600      |
| <b>Additional Land Information</b>                |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Acres</b>                                      | <b>Tax Area</b>             | <b>FEMA Code</b>                                                       | <b>Subsidence Activity</b> |                       |               |                   | <b>Neighborhood Code(s)</b> |                  |              |
| 0.3                                               | <a href="#">ZH</a>          | X                                                                      | None Reported              |                       |               |                   | <a href="#">M5AV</a>        |                  |              |
| <b>Building Information - Use (Card: 1 of 1 )</b> |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| Unimproved Parcel                                 |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Extra Features (Card: 1 of 1 )</b>             |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Line</b>                                       | <b>Code</b>                 | <b>Description</b>                                                     | <b>Year</b>                | <b>Units</b>          | <b>Value</b>  |                   |                             |                  |              |
| No Extra Features                                 |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Sales History</b>                              |                             |                                                                        |                            |                       |               |                   |                             |                  |              |
| <b>Previous Owner:</b>                            |                             | PEEPLES CORINNE E TR & PEEPLES CORINNE E TRUST & PEEPLES LOGAN C TRUST |                            |                       |               |                   |                             |                  |              |
| <b>Month/Year</b>                                 | <b>Book/Page</b>            | <b>Type</b>                                                            | <b>DOR Code</b>            | <b>Condition</b>      | <b>Amount</b> |                   |                             |                  |              |
| 12/2010                                           | <a href="#">8580 / 0279</a> | Quit Claim Deed                                                        | <a href="#">11</a>         | V                     | \$0           |                   |                             |                  |              |
| 2/1997                                            | <a href="#">3699 / 0671</a> | Warranty Deed                                                          |                            | V                     | \$0           |                   |                             |                  |              |
| 8/1983                                            | <a href="#">1279 / 1466</a> |                                                                        |                            | V                     | \$50,000      |                   |                             |                  |              |
| 10/1979                                           | <a href="#">1031 / 1090</a> |                                                                        |                            | V                     | \$50,600      |                   |                             |                  |              |

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Google Maps 38301 5th Ave

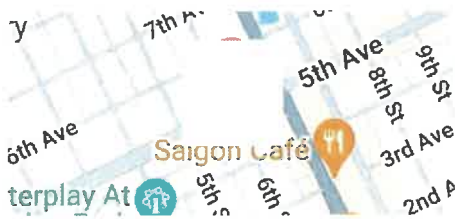


Zephyrhills, Florida

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## **BUSINESS ITEMS 1.7**

### **Tina & Joe's Cafe Management Agreement**

#### **Issue:**

The CRA Board of Commissioners provide input on amending the Management Agreement with Joe Novak of Tina & Joe's Cafe to allow sublease of the first floor of the Carriage House for a produce stand.

#### **Background:**

Joe Novak of Tina & Joe's Café has submitted a Consent Form, provided in your back-up, stating he has a verbal agreement with Amanda Romaniz of Heavenly Harvest Farmer's Market to open a produce stand on the bottom floor of the Carriage House. The Consent Form does not include information on lease terms, monthly rental amount, or hours of operation. CRA staff and city attorney have spoken to Ms. Romaniz regarding additional information, but none has been submitted. The Management Agreement with Tina & Joe's Café, provided in your back-up, states the Café will be responsible for the Produce Stand. It was originally intended in the agreement as a produce, plant and maker's market to showcase locally created items. The agreement will need to be updated to allow a sub-lease of the first floor of the Carriage House. Staff is requesting input from the Commissioners on to proceed.

#### **Attachment(s):**

1. 29-21-03 Tina and Joe's Cafe (1)
2. Tina Joe Consent Form

#### **Fiscal Impact:**

N/A

#### **Staff Recommendation:**

Staff seeks direction

**TINA AND JOE'S CAFE**  
**MANAGEMENT AGREEMENT**

This TINA AND JOE'S CAFE MANAGEMENT AGREEMENT (hereinafter "AGREEMENT") is made between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation (hereinafter "CITY"), and **TINA AND JOE'S CAFE, LLC**, a Florida limited liability company ("CONTRACTOR").

**WHEREAS**, CITY desires to enter into an agreement with CONTRACTOR to manage the operation of the CITY'S JEFFRIES HOUSE (hereinafter "HOUSE") and the CITY'S CARRIAGE HOUSE, (hereinafter "CARRIAGE HOUSE"), collectively referred to as "THE PROPERTY", as specifically described below;

**WHEREAS**, the CITY and CONTRACTOR agree that the House shall, at all times, operate as TINA AND JOE'S CAFÉ (hereinafter "Café");

**WHEREAS**, the CITY and CONTRACTOR agree that the Carriage House shall, at all times, operate as a PRODUCE AND PLANT RETAIL OPERATION (hereinafter "Retail Operation");

**NOW, THEREFORE**, CITY and CONTRACTOR, for and in consideration of the provisions, mutual promises, covenants, and conditions hereinafter set forth or recited, agree as follows:

**ARTICLE 1. DEFINITIONS**

1. The Effective Date of this Agreement shall be the date when the last party has signed and delivered this Agreement. BEGINNING DATE shall mean on or Before November 8, 2021.

2. EXPIRATION DATE shall September 30, 2026, or if the Agreement is automatically

renewed, the renewal expiration date as provided in Section 3.1.

3. FISCAL YEAR shall mean the period beginning October 1<sup>st</sup> of any year through September 30<sup>th</sup> of the following year.

4. TINA AND JOE'S CAFE means the property and all improvements located on the Property that the CITY may make available to the CONTRACTOR as provided herein.

5. PROPERTY means the land on which the Café is located which has a street address of 38537 5<sup>th</sup> Avenue, Zephyrhills, FL 33542, and a Parcel ID Number of 11-26-21-0010-15200-0070 as well as the Carriage House on which the Retail Operation is located which has a street address of 5323 9<sup>th</sup> Street, Zephyrhills, Florida 33542 and a Parcel ID Number of 11-26-21-0010-15200-0080.

## **ARTICLE 2. GENERAL REQUIREMENTS**

**§2.1 Management of the Café and Retail Operation.** CITY hereby hires CONTRACTOR to manage, supervise, and operate the Café and Retail Operation in accordance with this Agreement. CONTRACTOR has the responsibility and authority to implement operating policies that adhere to policies that are customary with similar types of facilities where applicable and shall take all actions necessary to manage and operate the Café and Retail Operation in a manner that meets standards which are customary with other similar facilities.

**§2.2 Independent Contractor.** CONTRACTOR is, at all times and for all purposes, an independent contractor with respect to the CITY and the CITY shall not have the authority or responsibility to supervise the day-to-day activities of the CONTRACTOR or CONTRACTOR'S employees. Nothing in this Agreement and its performance shall create an employment or agency relationship between CITY and CONTRACTOR. Nevertheless, CONTRACTOR agrees

to seek advice from CITY and cooperate with CITY in its management of the Café and Retail Operation, and the parties both agree to cooperate with each other regarding the management of the Café and Retail Operation.

**§2.3 Use of the Property.** CITY grants to CONTRACTOR the use and possession of the Property during the term of this Agreement for the purposes of managing and operating the Café and Retail Operation, subject to the rights of CITY under this Agreement. The CITY has the right to utilize the property for special events at no cost to the CITY.

**§2.4 CITY'S Right to Inspection.** CITY and its representatives have the right at all reasonable times to enter upon and to examine and inspect the Café and Retail Operation for any reason. In the event of a default, CITY has the right of access to the Café and Retail Operation that is reasonably necessary to cause the proper maintenance of the Café and Retail Operation.

**§2.5 ALTERATIONS to Property.** CONTRACTOR shall not make any material alterations to the Property without the express written consent of CITY. A material alteration shall be defined by an action by CONTRACTOR that would require a permit to perform.

### **ARTICLE 3. TERM**

**§3.1 Term.** The term of this Agreement shall be for Five (5) years commencing on or before November 8, 2021, and expiring on September 30, 2026. There are two (2) subsequent, five (5) year renewal options, unless terminated earlier under one of the provisions of Article 10 of the Agreement. Nothing in this Article shall be construed as a limitation on either party's right to terminate this Agreement in accordance with Section 10.7 hereof. Both Parties shall issue its decision, in writing, to renew the Agreement, or allow the Agreement to expire a minimum of six (6) months in advance of the expiration date, to ensure a smooth transition if a change is to occur following the end of the then current term.

## **ARTICLE 4. RESPONSIBILITIES OF CONTRACTOR**

**§4.1 Operation of the Café and Retail Operation.** In the management, supervision and operation of the Café and Retail Operation, CONTRACTOR shall:

- a) operate the Café and Retail Operation as a restaurant and retail store which is open to the general public without discrimination on any basis prohibited by applicable law, regulation or ordinance, subject to fees, rules, and policies approved by the CITY, and within this Agreement;
- b) remit proceeds of any rent from the upstairs apartment in the Carriage House, in the amount of ninety (90) percent of all proceeds from any rental agreement to be due to the City.
- c) obtain all permits and licenses required by the State of Florida or any political subdivision to operate a Café and Retail Operation.
- d) be responsible for transferring all utilities from the City of Zephyrhills, including but not limited to, electric, water, sewer, phone, cable, pest control services, internet, etc.
- e) be responsible for all furnishings and equipment to operate a Café and Retail Operation.
- f) provide the day to day maintenance and clean up from the management and operation of Café and Retail Operation.
- g) operate the Café and Retail Operation in a professional, efficient and cost-effective manner and provide services and retail sales;
- h) adhere to best practice financial management principles, and maintain efficient and accurate accounting records in accordance with generally accepted accounting principles in the format defined by the CITY'S Finance Director. CONTRACTOR must

provide audited financial statements to the CITY at the end of each fiscal year.

- i) comply with all applicable federal, state and local laws, ordinances, rules, policies, and regulations;
- j) operate and maintain a clean, well-organized, efficient, customer business, which provides quality customer service;
- k) maintain the Café and Retail Operation in a quality and safe condition;
- l) maintain all personal property, equipment and supplies owned by CONTRACTOR in good working order;
- m) pay all operating expenses of the Café and Retail Operation, except for those expenses which the CITY agrees herein to pay;
- n) limit sales of alcohol on the Café and Retail Operation premises to beer and wine and ensure that the gross sales of alcohol does not exceed 49% of the total food and beverage sales;
- o) notify CITY when, in the opinion of CONTRACTOR, any part of the Property maintained by CITY requires maintenance. Notification should be made in writing, to the CITY MANAGER or his/her designee. If, however, the parties disagree about the condition and/or required maintenance of the CITY maintained facilities, CONTRACTOR will notify CITY in writing of the reasons behind CONTRACTOR'S request. CITY will respond to CONTRACTOR in writing within ten (10) business days of receipt of CONTRACTOR'S written request along with a response and reasoning for any denial of requested maintenance. CITY'S determination regarding the need for maintenance will be final but will not be unreasonable in denying any request for maintenance. Any maintenance requests which were not denied, but

failed to uphold in a reasonable time, may be resolved by CONTRACTOR so long as the repair does not exceed \$2,500.00 and costs shall be reimbursed to CONTRACTOR. An annual inspection by both parties will be made to determine any on-going maintenance and long-term improvements.

- p) not operate a Café and Retail Operation that competes with the operations subject to this Agreement as of the BEGINNING date without specific written permission from the CITY, but CONTRACTOR may collaborate with competing Café and Retail Operations if beneficial to the success of the Café and Retail Operation.

#### **§4.2 Improvements and Equipment Provided by Contractor.**

- (a) All capital improvements to the Property shall be permanent and shall become property of the CITY.
- (b) CONTRACTOR agrees to provide adequate equipment to the Café and Retail Operation which shall be maintained by CONTRACTOR:
  - i. The Café and Retail Operation equipment shall be replaced by CONTRACTOR periodically according to generally accepted industry standards.

**§4.3 Rules and Policies.** CONTRACTOR agrees to conduct business at the Property in the course and conduct of operating a Café and Retail Operation in accordance with policies similar to other like facilities. Additionally, the CONTRACTOR shall provide written notice to the CITY MANAGER when CONTRACTOR makes any substantial changes to its operating procedures or policies affecting the use of the Property. CONTRACTOR agrees not to utilize the Property without the CITY's prior written approval for any purpose other than for conducting the operations of Café and Retail Operation, provided, however, that the CITY's approval shall not unreasonably be withheld.

CONTRACTOR agrees not to make any permanent physical improvements without written approval from the CITY MANAGER. All proposed projects/improvements will be considered on a project by project basis and must be consistent with the overall intended use of the Café and Retail Operation. Requests for CITY MANAGER approval must be made a minimum of ninety (90) days in advance of the proposed installation date of any proposed improvement. The CITY MANAGER is the point of contact for any desired improvements or modification, and will determine the appropriate course of action for CITY approval.

CITY owned property and fixtures located at the Property as of the beginning date of this Agreement will remain at the Property for the use of the CONTRACTOR in the operation of the Café and Retail Operation. However, said property will remain CITY property and shall be returned to the CITY upon request.

**§4.4 Café and Retail Operation Personnel.**

- (a) CONTRACTOR shall provide employees and/or contractors for the Café and Retail Operation, including management and other necessary staff determined by CONTRACTOR to be necessary for the operation of the Café and Retail Operation to the standards customary with similar facilities. All personnel shall be employees of CONTRACTOR or independent sub-contractors of CONTRACTOR, and not employees or independent sub-contractors of CITY.
- (b) CONTRACTOR shall ensure that its employees and contractors maintain a professional appearance and demeanor at all times.

**§4.5 Licenses and Permits.** CONTRACTOR shall obtain all licenses and permits required by governmental entities for activities conducted at the Café and Retail Operation.

CONTRACTOR will provide a copy of all licenses to the CITY MANAGER.

**§ 4.6 Information Technology.**

- (a) CONTRACTOR will be responsible for all technical support for software and hardware utilized in the management of the Café.
- (b) CONTRACTOR will be responsible for obtaining private internet service necessary for the operation of the Café.
- (c) CONTRACTOR will be responsible for obtaining the phone service necessary for the operation of the Café.
- (d) CITY will retain rights to the IT Equipment Closet on the first floor of the Jeffries House and space for the laptop and repeater on the second floor for Wi-Fi connectivity to Main Street/Downtown

**ARTICLE 5. CITY / CONTRACTOR RIGHTS AND RESPONSIBILITIES**

**§ 5.1 CITY / CONTRACTOR responsibilities.**

- (a) CONTRACTOR shall be responsible for the maintenance of Café and Retail Operation related items including, but not limited to, walls, doors, flooring, landscape areas (including landscape lighting), hardscape areas, permanent seating, and walkways. CONTRACTOR shall also be responsible for all general clean-up, including providing for interior janitorial services.
- (b) CONTRACTOR shall be responsible for the maintenance of all landscaping and sod, including routine cutting, pruning, mowing, and fertilizing. Any plants, shrubs, trees, etc. that die, must be replaced by CONTRACTOR within a reasonable time.

- (c) CITY shall be responsible for maintaining and repairing all plumbing, electrical, lighting fixtures, nob and tube removal, heating, ventilating and air conditioning, natural gas, systems and fixtures (light bulbs, lamps and air conditioning filters shall be provided by CONTRACTOR).
- (d) CONTRACTOR agrees to maintain the Café and Retail Operation in a good and operational condition. CONTRACTOR shall assist the CITY by notifying the CITY in writing of any specific needs for repair, and the CITY will respond to the CONTRACTOR in writing with an estimated timeline for repair.
- (e) CONTRACTOR shall be responsible for monthly billing statements for services for water, sewer, electricity, natural gas, and security (alarm monitoring) expenses. All utility and monthly billing statements shall be transferred and made into the names of the CONTRACTORS. CONTRACTOR is not responsible for the maintenance or repairs of said items.
- (f) CONTRACTOR shall be responsible for any clogged drainage and plumbing resulting from the operation Café and Retail Operation.
- (g) CONTRACTOR shall not make any permanent or structural changes to the exterior of the buildings (Jeffries House and Carriage House) on the property due to the historic classification of the property and its buildings.
- (h) Except as provided in Section 5.2(b), CITY grants CONTRACTOR the exclusive right to conduct all intended activities at the Café and Retail Operation, unless otherwise waived by CONTRACTOR.

## **ARTICLE 6. CONSIDERATION**

**§6.1 Revenues Due to CITY.** During the first year of this agreement, from the date of opening of the Café and Retail Operation, there shall be no revenues due to the CITY. During Year two (2), CONTRACTOR shall pay CITY one percent (1%) of the Café and Retail Operation's gross income. During Year three (3), CONTRACTOR shall pay CITY two percent (2%) of the Café and Retail Operation's gross income. During years four (4) and five (5), CONTRACTOR shall pay CITY three percent (3%) of the Café and Retail Operation's gross income due in quarterly payments on or before April 15, July 15, October 15, and January 15 of each year. After final gross income is calculated each fiscal year, any adjustments for underpayment or overpayment, shall be factored into the next quarterly payment. The CITY and CONTRACTOR agree to review the percentage of gross income remitted to CITY by CONTRACTOR a minimum of six (6) months in advance of the expiration date of the initial term and any subsequent term.

## **ARTICLE 7. ACCOUNTING, REPORTS, AND AUDITS**

**§8.1 Annual Financial Review.** Within 90 days after the close of each fiscal year of the CITY, CONTRACTOR shall submit to CITY Finance Director a financial review certified by CONTRACTOR, covering the specific financial condition and performance of the Café and Retail Operation. The financial review must span the fiscal year then ended. Included with the financial review must be statements for the fiscal year reviews by an independent CPA licensed in the State of Florida. CITY reserves the right to require audited financial statements in lieu of reviewed financial statements, with the difference in cost paid for by the CITY. If an audit is required and the audit report does not contain an "unqualified

opinion," the Contractor will provide a written plan for correcting the cause that prevented an unqualified opinion within ten business days, to be reviewed and approved by the CITY'S Finance Director.

**§8.2 CITY'S Right to Inspect and Audit.** CITY has the right to inspect the books, records, invoices, deposits, sales slips, canceled checks, and other financial data or transactions of CONTRACTOR'S operation of the Café and Retail Operation at reasonable times during normal business hours.

**§8.3 Location of Records.** CONTRACTOR shall store all current fiscal year Café and Retail Operation records on the Property.

**§8.5 Fiduciary Relationship.** CONTRACTOR has a fiduciary duty to CITY in all of CONTRACTOR'S financial obligations to CITY in accordance with this Agreement, including, but not limited to, faithfully accounting, depositing, and reporting all payments hereunder.

## **ARTICLE 8. INDEMNITY AND INSURANCE.**

**§9.1 INDEMNITY BY CONTRACTOR. CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF A PERSON OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE OPERATION OF THE CAFE AND RETAIL OPERATION, AND THE PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE**

MANAGEMENT, SUPERVISION, AND OPERATION OF THE CAFÉ AND RETAIL OPERATION UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, OR LICENSEES, IF ANY, REGARDLESS OF WHETHER SUCH INJURY, DEATH, OR DAMAGE IS CAUSED IN PART BY THE CITY'S NEGLIGENCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED AS WAIVING ANY DEFENSE OF THE PARTIES UNDER FLORIDA LAW, INCLUDING THE DEFENSE OF SOVEREIGN IMMUNITY FROM SUIT OR LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

#### **§9.2 Insurance.**

- (a) Insurance. In the event of a Contract Award, the CONTRACTOR shall maintain Worker's Compensation Insurance at statutory limits. The CONTRACTOR shall be responsible for insuring, at its own expense, against claims resulting from the firm's performance under the contract for errors and omissions, personal injury, loss of life, and property damage, under a policy of liability insurance, with limits of at least \$1,000,000. All such policies shall be issued by insurers of recognized responsibility satisfactory to the CITY. The CONTRACTOR shall furnish the CITY Risk Department with duly executed certificates and policy showing that such insurance is in full force and effect and providing for 30 days' notice to the CITY prior to cancellation or termination of any policy.

- (b) Indemnity. CONTRACTOR shall defend, indemnify and hold harmless CITY and all of CITY'S officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify CITY as set forth in this article of the Agreement.
- (c) Insurance. CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000, 000.00 Combined Single Limits, or to the extent and in such amounts as required and authorized by

Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming CITY as a named, additional insured, as well as furnishing CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by CONTRACTOR as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and CONTRACTOR agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to CITY, and that any other insurance, or self-insurance available to CITY shall be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

- (d) **Evidence of Insurance:** The CONTRACTOR shall furnish the CITY with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30- days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before the

commencement of any work activities.

**§9.3 No Liens or Mortgages by Contractor.** CONTRACTOR agrees to pay for all materials, equipment, and labor used in connection with the performance of this Agreement when and as bills or claims become due. CONTRACTOR agrees not to allow any lien or mortgage to be placed on the Property, fixtures, equipment, or other improvements at the Cafe and Retail Operation regardless of whether said fixtures, equipment or improvements were provided by the CONTRACTOR without the prior written consent of CITY. CONTRACTOR shall indemnify, hold harmless and protect the premises, fixtures, equipment and the CITY from and against any claims, liens or mortgages.

## **ARTICLE 9. TERMINATION**

**§10.1 For Default.** Either party may terminate this Agreement in accordance with this article for a default by the other party.

### **§10.2 What Constitutes a Default.**

- (1) The following events constitute a default by CONTRACTOR:
  - (a) a breach of the fiduciary obligations of CONTRACTOR including, but not limited to, those under Sections 6.1, 7.1, and 8.5 of this Agreement;
  - (b) filing by CONTRACTOR of a voluntary petition for protection under federal bankruptcy laws, or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 30 days after filing;
  - (c) the inability of CONTRACTOR to provide an unqualified opinion in any required annual audit report as described in Article 8;
  - (d) a failure of CONTRACTOR to perform its duties under this Agreement; or
  - (e) The failure to cure a default of any term of this agreement after being

provided thirty (30) days written notice.

(2) The following events constitute a default by CITY:

- (a) A failure on the part of the CITY to maintain the Property in a good and operational condition, fulfill all of its obligations under this agreement regarding the physical maintenance of the Property, and make timely repairs as requested by CONTRACTOR in accordance with 5.1(c) of this Agreement.
- (b) A failure of CITY to perform any of its duties under this Agreement.

### **§10.3 Correction.**

- (1.) CONTRACTOR shall have 30 days after written notice from CITY specifying the nature of a default under Section 10.2(1)(a)(b)(c) or (d), to correct the default, If the default is of such a nature that it cannot reasonably be corrected within 30 days, the CITY may grant CONTRACTOR additional time as may be reasonably necessary to correct the default so long as CONTRACTOR diligently pursues the correction, and takes all reasonable measures to insure the safety of the public and fulfillment of CONTRACTOR'S other obligations hereunder.
- (2) CITY shall have 30 days after written notice from CONTRACTOR specifying the nature of a default under Section 10.2(2) to cure the default. If the default is of such a nature that it cannot reasonably be corrected within 30 days, the CONTRACTOR may grant CITY additional time as may be reasonably necessary to correct the default so long as CITY diligently pursues the correction, and takes all reasonable measures to insure the safety of the public and fulfillment of CITY'S other obligations hereunder.

**§10.4 Election to Terminate.**

- (1) If CONTRACTOR is in default, CITY may elect to terminate this Agreement pursuant to this article by giving written notice of default to CONTRACTOR subject to the following: If the default is under Section 10.2(1)(b) or is under Section 10.2(1)(e) because of the commission of an offense by CONTRACTOR, this agreement shall terminate immediately upon delivery of written notice from CITY to CONTRACTOR of its election to terminate the agreement. If the default is under Section 10.2(d) or is under Section 10.2(e) because of the commission of an offense by an employee of CONTRACTOR, this Agreement shall terminate upon expiration of the correction period if correction has not been made pursuant to Section 10.3, and CITY delivers to CONTRACTOR written notice of its election to terminate the Agreement via certified mail.
- (2) CONTRACTOR may elect to terminate this Agreement pursuant to this article by giving written notice of default to CITY. This Agreement shall terminate upon expiration of the correction period if correction has not occurred pursuant to Section 10.3 and CONTRACTOR delivers written notice to City of its election to terminate the Agreement via certified mail.

**§10.5 Remedy for Certain Defaults.**

- (a) If CONTRACTOR defaults under Section 10.2(1)(a), CONTRACTOR shall pay all amounts due CITY at the time of its default under the terms of this Agreement.
- (b) CONTRACTOR may withhold fees owed to CITY if CITY fails to maintain the Cafe and Retail Operation per this Agreement.

**§10.6 Lien.** CITY has, at all times, a valid security interest to secure payment of all fees and other sums of money becoming due under this Agreement from CONTRACTOR and to secure payment of any damages or loss that CITY may suffer by reason of CONTRACTOR'S breaching any covenant, agreement, or condition contained in this Agreement. The security interest covers all goods, wares, equipment, fixtures, furniture, and other personal property of CONTRACTOR that is now on the Property or placed on the Property at some later date, and all proceeds attributable to them. This property may not be removed from the premises without CITY'S consent until all arrearages in fees and all other sums of money then due the CITY under this Agreement have been paid and discharged, and all the covenants, agreements, and conditions of this lease have been fully complied with and performed by CONTRACTOR.

If CONTRACTOR is in default, CITY may, in addition to any other remedies provided in this Agreement or by law, after giving reasonable notice of the intent to take possession and giving an opportunity for a hearing on the issue, enter on the Property and take possession of any goods, wares, equipment, fixtures, furniture, and other personal property, provided by CONTRACTOR, situated on the premises, without liability for trespass or conversion, and sell the property at public or private sale, with or without having the property at the sale, after giving CONTRACTOR reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made. CITY or its assigns may buy any items to be sold at such a sale unless they are prohibited from doing so by law. Unless otherwise provided by law, and without excluding any other manner of giving CONTRACTOR reasonable notice, the reasonable notice requirement is met if notice is given at least ten (10) days before the time of sale. The proceeds from any such disposition, less any expenses connected with taking possession, holding, and selling the property (including reasonable attorney's fees and other

expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus will be paid to CONTRACTOR or as otherwise required by law, and CONTRACTOR will pay any deficiencies immediately.

#### **ARTICLE 11. ASSIGNMENT AND DELEGATION**

Neither party shall assign or delegate this agreement without the prior written consent of the other party.

#### **ARTICLE 12. NOTICES**

All notices to the parties shall be in writing and shall be sent by certified mail, return receipt requested, to the addressees and addresses specified below:

All notices to CONTRACTOR shall be sent to:

**TINA AND JOE'S CAFE, LLC  
37936 TUCKER ROAD  
ZEPHYRHILLS, FL 33543**

All notices to CITY shall be sent to:

**City Manager  
City of Zephyrhills  
5335 Eighth Street  
Zephyrhills, FL 33542**

#### **ARTICLE 13. MISCELLANEOUS**

**§13.1 Construction.** This Agreement shall not be construed against the drafting party.

**§13.2 Non-Waiver.** No waiver of any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement.

**§13.3 Partnerships with CONTRACTOR.** Any proposed partnerships with CONTRACTOR and a Third Party must be approved by CITY in advance. All agreements

between CONTRACTOR and Third Parties are subject to, and shall be bound by, this agreement. CONTRACTOR shall ensure that all agreements entered into with Third Parties shall include a provision informing the Third Party that they are bound by this Agreement.

**§13.4 TINA AND JOE'S CAFE, LLC.** Joseph and Christina Novak shall retain majority ownership of TINA AND JOE'S CAFE, LLC. If at any time Joseph and Christina Novak owns less a majority ownership interest in TINA AND JOE'S CAFE, LLC, CITY can deem such event a material breach of this Agreement and can immediately terminate same.

**§13.5 ADA COMPLIANCE.** CONTRACTOR shall be compliant with any and all ADA Accessibility rules and regulations and shall be responsible for costs of installing and providing a concrete ADA Accessible ramp where needed to operate the Cafe and Retail Operation.

#### **ARTICLE 14. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable as applied in a particular case for any reason, those circumstances shall not have the effect of rendering the provision invalid or unenforceable in any other case. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the remaining portions of the Agreement.

#### **ARTICLE 15. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Florida, and venue in any proceeding relating to this Agreement shall be in Dade City, Pasco County, Florida.

#### **ARTICLE 16. BINDING CLAUSE**

This Agreement shall be binding upon the parties, their heirs, executors, administrators, devisees, legatees, trustees, successors, and assigns.

## **ARTICLE 17. PUBLIC RECORDS**

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR on behalf of the CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the CITY to perform the work contemplated by this Agreement; (b) upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the CITY in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the CITY, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the CITY, Contractor shall transfer, at no cost, to the CITY, all Public Records in possession of CONTRACTOR within thirty (30) days of such request or (ii) if no such request is made by the CITY, CONTRACTOR shall keep and maintain the Public Records required by the CITY to perform the work contemplated by this Agreement. If CONTRACTOR transfers all Public Records to the CITY pursuant to (d)(i) above, CONTRACTOR shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the CITY and provide the CITY with written confirmation that such records have been destroyed within thirty (30) days of

transferring the Public Records. If CONTRACTOR keeps and maintains Public Records pursuant to (d)(ii) above, CONTRACTOR shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology of the CITY. If CONTRACTOR does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the CITY may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which CONTRACTOR is acting on behalf of CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-000, EXT. 3543 OR CITYCLERK@ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS – 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

#### **ARTICLE 18. ENTIRE AGREEMENT**

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the

8<sup>th</sup> day of November 2021.

ATTEST:

By: *Lori L. Hillman*

Lori L. Hillman, City Clerk

CITY OF ZEPHYRHILLS, FLORIDA

By: *W. Alan Knight*

W. Alan Knight, Council President

Approved as to Legal Form and Content

*Matthew E. Maggard*  
Matthew E. Maggard, City Attorney

Witnesses:

TINA AND JOE'S CAFE, LLC

*Paul R. Hillman*  
Signature

Printed Name

*Lori L. Hillman*  
Signature

Printed Name

By: *Christine Novak*

Printed Name: Christine Novak

Title: Owner

# CONSENT FORM

I. **THE PARTIES.** This consent form ("Form") made on April 9th, 2024, by and between:

**Consentee:** Joe Novak w/ Tina & Joe's Cafe with a mailing address of 38537 5th Ave. Zephyrhills, FL 33542 ("Consentee") hereby consents and gives permission to:

**Releasee:** Amanda Romaniz w/ Heavenly Harvest Farmer's Market with a mailing address of 3651 Lanier Rd. Zephyrhills, FL 33541 ("Releasee") to perform the following acts mentioned herein:

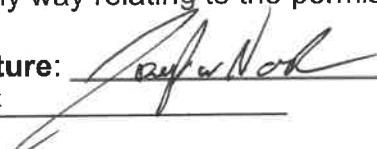
II. **PERMISSABLE ACTS.** The Releasee has the unrestricted authority to perform the following acts:

Per the contract between the City of Zephyrhills and Joe Novak at Tina and Joe's Cafe, Joe is to have a produce stand open in the Carriage House located behind the restaurant. Joe and I have verbally agreed for me to open such produce stand in the Carriage House with the name being Heavenly Harvest Farmer's Market. In hope's of bringing a fresh new face and business to the community. We have a verbal rental (lease) agreement. I, Amanda Romaniz will be responsible for the Electricity, Water and Sewer in the building.

III. **TERM.** The aforementioned permissible acts shall be allowed to be performed by the Releasee until: (check one)

- ☐ - **A Specific Date.** Until the date of \_\_\_\_\_, 20\_\_\_\_.
- ☒ - **Until the Consentee Cancels.** Until the Consentee revokes this Form.
- ☐ - **Other.** \_\_\_\_\_

IV. **DISCLOSURE.** The Consentee agrees to hold the Releasee harmless of all legal, financial, and any other liability that includes their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the permissible acts herein.

**Consentee's Signature:** 

Print Name: Joe Novak

Date: 04/09/2024



3060 South Church Street, P.O. Box 286  
Burlington, North Carolina 27216  
(Local) 336-584-8892  
(Toll-Free) 800-334-5579  
(FAX) 336-584-8880  
(Claims FAX) 336-538-0094  
CA License# 0778135

## Binder Summary Sheet

**Insured:**

Amanda Romaniz , Heavenly Harvest Farmers Market  
5323 9th Street  
Zephyrhills, FL 33542

**Producer:**

901431  
Gene Smith & Associates, Inc  
14836 US HWY 301  
Dade City, FL 33523  
Producing Agent: Dora Smith

**Insurer:**

Scottsdale Insurance Company

**Effective/Expiration Date:** 5/24/2024 to 5/24/2025

Term: Twelve Months

**Binder ID: VBPTQ-N**

State: FL

Percent Earned: 25%

In accordance with your instructions, we have bound the following General Liability coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

Comments: CG4012 – Exclusion – All Hazards in Connection with an Electronic Smoking Device, Its Vapor Component Parts, Equipment and Accessories applies

GLS-570 Contractors Special Conditions & Exclusion (05/23 Edition) applies.

CG4015 Cannabis Exclusion With Hemp Exception applies.

GLS-666 PFC/PFAS Exclusion applies.

GLS-278s Injury to Worker Exclusion applies.

UTS-611 Exclusion - Biometric Information applies.

UTS-632 Exclusion Designated Chemicals, Compounds, Energy, Material Or Substances applies.

GLS-690 Exclusion Total Aircraft, Auto or Watercraft with Limited Exceptions applies.

**General Liability:**

\$ 2,000,000 General Aggregate  
\$ 1,000,000 Products/Completed Operations Aggregate  
\$ 1,000,000 Personal Injury/Advertising Injury  
\$ 1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Premises Rented to You  
\$ 5,000 Medical Payments  
\$ \*\*0 BI/PD/P&AI Deductible Per Claimant

13111 - Fruit, Nut or Vegetable Dealers  
Gross Sales 36,000

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification &

Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

GLS-341s Hydraulic Fracturing Exclusion CG2106 Excl. Access/Disclosure of Confidential/Personal Info. & Data-Related Liability w/Limited Bodily Injury Exception.

**Location 1: 5323 9th Street, Zephyrhills, FL 33542**

Code: 13111, Fruit, Nut or Vegetable Dealers

| Coverage Type | Basis  | User Adj. Rate |
|---------------|--------|----------------|
| Gross Sales   | 36,000 | 12.1900        |

We have bound General Liability coverage provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above. Please return a copy of this binder with your net premium check to TAPCO. Failure to remit a properly completed application and net premium within 12 days of the effective date shown above will nullify and void this binder.

Please note that this binder is for temporary insurance for a twelve-day period. This binder exists on its own terms and expires on its own terms. When a binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply to expired binder.

Upon binding of the coverages listed herein, you the producing agent hereby confirm, any and all diligent searches as may be required in accordance with state statute have been performed. You agree to submit a copy of the affidavit to Tapco Underwriters, Inc. / Tapco Insurance Services in accordance with state requirements and/or the request of Tapco Underwriters, Inc. / Tapco Insurance Services.

All applications to be completed have been attached to this account. Please note should any additional information/application be needed, it will be requested at the time of issuance.

Any policy issued subsequent to this binder will be per the terms, coverages, limits and forms outlined in this binder. Differences in terms, coverages, limits and forms received on any application will NOT revise, change or update the policy at time of issuance. Any changes to this binder and any subsequent policy must be requested in writing by a separate request and any changes must be made by endorsement.

By placing coverage through TAPCO you agree to the terms of the TAPCO Brokerage Agreement. A copy of the Brokerage Agreement is available on our website.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Surplus Lines Licensee: Virginia Clancy, License # A206695

Scottsdale Insurance Company, P. O. Box 4110, Scottsdale, AZ 85258

|                |          |
|----------------|----------|
| GL Premium:    | \$500.00 |
| Premium:       | \$500.00 |
| Total Premium: | \$500.00 |
| Policy Fee:    | \$150.00 |
| Tax:           | \$32.50  |
| Total:         | \$682.50 |

Binder ID: VBPTQ-N