



# AGENDA

## Hardee County Economic Development Council Hardee County Industrial Development Authority

Regular Meeting, Hardee County Board of County Commissioners, 412 West Orange Street, Wauchula, Florida

2/12/2013 9:00 A.M

### Board members

Vanessa Hernandez, EDC Chairwoman/IDA Vice-Chairwoman | Jim See, IDA Chairman/EDC Vice Chairman | Mike Prescott | Paul Roberts | Diana Youmans | Donald Samuels | Rick Justice | John O'Neal | Russ Melendy | Dottie Conerly | Doug Jensen | Lory Durrance

Time	Item	Action	Presenter
9:00 am	Call to order and prayer		Vanessa Hernandez /Jim See
9:01 am	Approval of minutes (January 2013) and agenda	Approval	Vanessa Hernandez /Jim See
9:03 am	City of Wauchula Annexation Agreement-Tech River building (attached)	Approval	Bill Lambert
9:08 am	IDA bank account (authorization to open a Mosaic disbursement account)	Discussion/ Approval	Bill Lambert
9:15 am	Corridor Development	Discussion/ Approval	Sarah Pelham
9:20 am	Mosaic budget amendments	Approval	Sarah Pelham
9:25 am	Continuum Labs/Tech River update	Discussion	Travis Bond
9:50 am	Tech River technology park leases -Rapid Systems -Continuum Labs, Inc -Rapid Tech	Discussion/ Approval	Bill Lambert

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<b>Time</b>	<b>Item</b>	<b>Action</b>	<b>Presenter</b>
10:10 am	Tech River furniture	Discussion	Bill Lambert/ Casey Dickson
10:15 am	Economic Development Performance Report-list of projects( list attached)	Discussion	Bill Lambert/ Casey Dickson
10:25 am	Mosaic Funding presentation	Discussion	Bill Lambert/ Casey Dickson
10:40 am	Project Updates	Discussion	Bill Lambert
10:45 am	Financial Report- EDC & IDA Financials	Approval	Sarah Pelham
10:50 am	Announcements/Other Business/Public Comment		Vanessa Hernandez
10:55 am	Adjournment		Vanessa Hernandez /Jim See

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**Hardee County Economic Development Council/Industrial Development Authority**  
**Regular Meeting Minutes**  
**January 8, 2013**  
**Hardee County Utilities Department**

<b>Jim See- IDA Chairman/EDC Vice Chairman-P</b>	Rick Justice-P	Donald Samuels-P
<b>Vanessa Hernandez- EDC Chairwoman/Vice Chairwoman-P</b>		John O'Neal-A
Dottie Conerly-P	Michael Prescott-P	Lory Durrance-A
Russell Melendy-P	Paul Roberts-P	Diana Youmans-P
Doug Jensen-P		

Chairman See called the meeting to order at 9am.

**Visiting:** Casey Dickson, Krystin Robertson, Greg Witt, Tony Pazzaglia, Frank Kirkland, Brian Pelham, Bo See, Steven Southwell, Benny Albritton, Eric McCall, Mary Jane Stanley, Mike Carter, Ernie Ziglar, Bryan Samuels, Stan Pelham, Callie Ward, Travis Bond, Bryan Kornegay, Shawn Okun, Courtney Larned, Doug Knight, Randy Dey, Robert Cole and Lenora White.

**County Attorney:** Ken Evers

**County Commissioners:** Mike Thompson, Colon Lambert, Grady Johnson and Sue Birge

**Press:** Michael Kelly and Jim Kelly

**Staff:** Bill Lambert, Sarah Pelham, Kristi Schierling and Krystin Robertson.

**EDC Minutes:** Doug Jensen made a motion to accept the EDC minutes. Russ Melendy seconded the motion. Motion passed unanimously.

**IDA Minutes:** Russ Melendy made a motion to accept the IDA minutes. Vanessa Hernandez seconded the motion. Motion passed unanimously.

**Agenda:** The agenda was approved as printed.

***Item 1-Broadband to Tech River building***

Halfacre Construction has reached out to Rapid Systems and CenturyLink via phone and email looking for quotes. They are having trouble reaching Comcast. They are expecting the proposals to be in this week.

***Item 2-USF-FIOG Continuing Partnership***

Mary Jane Stanley came before the board to talk about moving into phase 2 of the Economy Building Strategy. USF-FIOG will do a performance strategy for the past 5 years that the IDA has spent money on and do a projection for the next 10 years. They will be analyzing revenue and operation of the businesses and also the indirect costs, induced jobs and tax revenue. The expected cost is to be \$17,470 and will take about 5 weeks to complete.

Donald Samuels made a motion and was seconded by Russ Melendy to approve the study for the \$17,470 to USF for an Economic Development performance report and the scope of the report will come back before the board after promulgation by staff in February. Motion was approved unanimously.

***Item3-BioNitrogen Contract***

A copy of the proposed contract was reviewed by the Board. After review there was some language that needed to be added to the contract. The property has been closed on and the easement is still being worked on.

Vanessa Hernandez made a motion and was seconded by Mike Prescott to approve the contract with the addition of the language discussed and authorization for the Chairman to sign the final copy. Motion was approved. Donald Samuels abstained.

***Item 4-Continuum Labs/TechRiver update***

Travis Bond gave his monthly update to the Board.

***Item 5-Director's Report/Update***

No detailed report was given this month.

***Item 6- Financial Report***

Rick Justice made a motion and was seconded by Vanessa Hernandez to approve the financials for the EDC. Motion passed unanimously.

Paul Roberts made a motion and was seconded by Doug Jensen to approve the financials for the IDA. Motion passed unanimously.

***Item 7- Operational Audit***

Bill Lambert and Ken Evers went over each of the findings and responses with the Board. Once the answers are finalized they will be emailed to the Board members.

Meeting adjourned at 11:41am.

Prepared by and Return to:  
City of Wauchula  
126 S. 7th Avenue  
Wauchula, Florida 33873  
Telephone: 863-773-9193

**ANNEXATION AGREEMENT  
(Corporate Version)**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Wauchula, a municipal corporation organized and existing under the laws of the state of Florida, whose mailing address is 126 South Seventh Avenue, Wauchula, Florida 33873, by and through its City Commission (hereinafter "CITY"), and Hardee County Industrial Development Authority, whose mailing address is 107 E. Main Street, Wauchula, Florida 33873, by and through its Board of Directors (hereinafter "OWNER").

WHEREAS, the CITY provides electric, water and sewer service to the properties within its physical limits and to certain property outside of its physical limits when the owner(s) of such property agrees to apply to annex said property into the CITY when the CITY's boundary becomes contiguous to said property; and

WHEREAS, the property of the OWNER lies outside of the CITY's physical limits; and

WHEREAS, the OWNER desires to be provided with water service by the City; and

WHEREAS, the OWNER desires that its property be annexed into the CITY when said property becomes contiguous to the CITY's boundary.

NOW, THEREFORE, the CITY agrees to provide water services to the following described real property of the OWNER at the cost of the OWNER:

Lots 1 & 2, Block B, McEwen Subdivision, in the Northeast 1/4 of Section 33, Township 33 South, Range 25 East, as recorded in Plat Book 3, Pages 3-34, Public Records of Hardee County, Florida, less and except right-of-way on the east side thereof.

and, in consideration therefore, the OWNER agrees, covenants and promises that upon the above described property becoming contiguous to the CITY's boundary, it shall promptly apply to the CITY to annex said property within the CITY's boundary by executing and delivering to the CITY such instruments required by Florida law to accomplish such annexation.

The parties hereto have caused this agreement to be duly executed by the proper officers of the respective parties effective the day and year first above written.

CITY OF WAUCHULA

Attest: \_\_\_\_\_  
HOLLY D. SMITH, City Clerk

By: \_\_\_\_\_  
TERRY ATCHLEY, City Manager

(SEAL)

STATE OF FLORIDA  
COUNTY OF HARDEE

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **TERRY ATCHLEY, as City Manager of the City of Wauchula, Florida, and HOLLY D. SMITH, as City Clerk of the City of Wauchula, Florida**, who are personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**OWNER:**

Hardee County Industrial Development Authority  
(Name of Corporation)

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA  
COUNTY OF HARDEE

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ (name of officer executing on behalf of the corporation), and \_\_\_\_\_ (name of officer attesting to execution), as \_\_\_\_\_ (title of officer executing on behalf of corporation) and \_\_\_\_\_ (title of officer attesting execution), respectively, of Hardee County Industrial Development Authority (name of corporation), who are personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## Sarah Pelham

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**From:** Kennedy, Kari [KariKennedy@polk-county.net]  
**Sent:** Thursday, February 07, 2013 5:13 PM  
**To:** 'Sarah Pelham'  
**Subject:** RE: BV-10-067 Killebrew Contract

Hi Sarah-

You can piggyback from our document as long as Killebrew has agreed to uphold their prices submitted on this contract. Just let me know what documents you will need. I will send them over to you. Please keep in mind, this contract will expire the end of October.

Thanks-

Kari L. Kennedy, CPPB | Procurement Specialist | Polk County BOCC  
330 West Church Street | Bartow, Florida 33830  
☎: 863.534.6724 | ✉: [Karikennedy@polk-county.net](mailto:Karikennedy@polk-county.net)

*Public Procurement Guiding Principles |  
Accountability, Ethics, Impartiality, Professionalism, Service & Transparency*

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**From:** Sarah Pelham [<mailto:sarah.pelham@hardeemail.com>]  
**Sent:** Thursday, February 07, 2013 3:02 PM  
**To:** Kennedy, Kari  
**Subject:** BV-10-067 Killebrew Contract

Kari,

I called and left you a message earlier today regarding a piggy back. Hardee County Industrial Development Authority is interested in piggybacking with Polk's contract with Killebrew for Utility Construction. The cities of Wauchula, Zolfo and Bowling Green are undergoing an expansion of their water lines through the cities along the HWY 17 corridor. The Hardee IDA is administering the grant in which they are using to fund this project. Please give me a call or shoot me an email letting me know what my next steps need to be in order to get this accomplished as quickly as possible. Thank you for your help in advance. I look forward to hearing from you soon.

Thank you,

*Sarah Pelham*

**Sarah Pelham**  
Hardee County Economic Development  
Economic Development Coordinator  
(863) 773-3030 Work  
(863) 773-4915 Fax Work  
[sarah.pelham@hardeemail.com](mailto:sarah.pelham@hardeemail.com)  
107 East Main Street  
Wauchula, FL 33873  
[www.hardeebusiness.com](http://www.hardeebusiness.com)





## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (Lease) is entered into on this 1st day of December, 2011, by and between [Landlord] Hardee County Industrial Development Authority and Rapid Systems [Tenant]. Landlord is the owner of land and improvements at 1499 US 17, North, Wauchula, Florida. Landlord makes available for lease, 3616 square feet of space in a commercial building designated as "Tech River Technology Park" (Leased space).

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

### Term

The Initial Term of the Lease shall begin on the 1st day of March, 2013 and continue for a period of three years, ending on the last day of February 2016. The Tenant shall have an option to renew this lease for a three year period upon notice and subsequent approval by Landlord.

### Rent.

Tenant shall pay to Landlord during the Initial Term rent of \$36000 Dollars per year, payable in installments of \$3000 Dollars per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at the following address (The rental payment amount for any partial calendar month included in or due to extension of the lease term shall be prorated on a daily basis). The tenant shall receive a \$1500 per month rent credit for job creation for up to 10 jobs thru the initial term of the lease:

Hardee County Industrial Development Authority

P. O. Box 458

Wauchula, Florida 33873

Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$ 0 Dollars.

The rental for any renewal lease term, if created as permitted under this Lease, shall be increased 3% per year.

The current Florida tax on this lease is \$105 a month making a total payment due of \$1605 a month.

Rent is due on the first of the month and late after the 5<sup>th</sup>.

### Prohibited Uses.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

#### Sublease and Assignment

Tenant shall have the right without Landlord's consent, to assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

#### Repairs

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

#### Alterations and Improvements

Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

#### Property Taxes

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

### Insurance

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amount as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each in the Building with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued by and binding upon an insurance company approved by Landlord, and shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

### Utilities

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges.

Tenant shall pay such all such utility charges prior to the due date. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, over load the wiring or interfere with electrical services to other tenants.

### Signs

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

### Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

### Parking

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees.

### Building Rules

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

### Damage and Destruction

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

### Default

In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

### Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

### Condemnation

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

### Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

### Security Deposit

Landlord shall hold the Security Deposit without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that Tenant shall not consider the Security Deposit an advance payment of rent or a measure of Landlord's damages in case of default. Unless otherwise provided by law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, Landlord shall return the balance of the Security Deposit remaining after any such application to Tenant.

### Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord:

Registered Agent, Hardee County Industrial Development Authority

P. O. Box 458

Tenant: [TENANT]

Address

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

#### Brokers

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

#### Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

#### Memorandum of Lease

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

#### Headings

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

#### Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

#### Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

#### Performance

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of 3 percent (%) per annum or

the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

Compliance with Law

Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Landlord: [Landlord].  
address

Tenant: [TENANT] address



**CONDITIONAL SALE PURCHASE AGREEMENT**

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

<b>PROPOSAL:</b> 9992
<b>DATE:</b> 01/03/13

**PROJECT#:** 5-15

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#	<i>Conference Room</i>	

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	10	HIWM1	Ignition Chair Model # HIWM1.A.H.M.UR10.T.PA (Grade 3 Fabric) List Price: 682.00 Discount Off List: 50.00 %	341.00	3,410.00
2	1	HTLC48120	Preside Table Top Model # HTLC48120.G.G2.P (Laminate Flat Edge) List Price: 902.00 Discount Off List: 50.00 %	451.00	451.00
3	1	HTLHP120	Preside Base Model # HTLHP120.TI.TI (Laminate Hollow Panel Base) List Price: 1,443.00 Discount Off List: 50.00 %	721.50	721.50
4	1	HTLCRED	Preside Credenza Model # HTLCRED.G.P.P.J List Price: 2,299.00 Discount Off List: 50.00 %	1,149.50	1,149.50
5	4	HF23B	Locks for Preside Credenza Model # HF23B (Keyed Alike) List Price: 26.00 Discount Off List: 50.00 %	13.00	52.00
6	1	HTPWRGROM2	Flip-Top Port for Preside Table Model# HTPWRGROM2 List Price: 410.00 Discount Off List: 50.00 %	205.00	205.00

*# 30,844.39*





CORPORATE DESIGN CHOICE  
OFFICE FURNITURE

CONDITIONAL SALE PURCHASE AGREEMENT

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

PROPOSAL: 9992
DATE: 01/03/13

PROJECT#: 5-15

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#		

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
DEPOSIT REQUIRED: 2,994.00					
				SUBTOTAL.....:	5,989.00
AUTHORIZED BY _____					
DATE ACCEPTED _____				TOTAL	5,989.00



**CONDITIONAL SALE PURCHASE AGREEMENT**

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

<b>PROPOSAL:</b> 9991
<b>DATE:</b> 01/03/13

**PROJECT#: 5-15**

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#	<i>Reception</i>	

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	VL-644L	Verde Reception Station "L" Shape Model # VL-644L Finish:TBD List Price: 3,020.00 Discount Off List: 62.56 %	1,130.75	1,130.75
2	2	VL-865	Verde Occassional Table Model # VL-865 Finish: TBD List Price: 661.00 Discount Off List: 62.56 %	247.49	494.98
3	1	HIWM1	Ignition Chair Model # HIWM1.A.H.M.UR10.T.PA (Grade 3 Fabric) List Price: 682.00 Discount Off List: 50.00 %	341.00	341.00
DEPOSIT REQUIRED: 983.00				SUBTOTAL....:	1,966.73
AUTHORIZED BY _____				TOTAL	1,966.73
DATE ACCEPTED _____					

From: Kristi Schierling [info@hardeemail.com]  
Sent: Wednesday, January 09, 2013 8:34 PM  
To: casey@hardeecc.com  
Subject: Fwd: Order - 1890295

Kristi Schierling  
Sent from iPhone

Begin forwarded message:

From: [myservice@hudsonsfurniture.com](mailto:myservice@hudsonsfurniture.com)  
Date: January 9, 2013, 7:48:49 PM EST  
To: [info@hardeemail.com](mailto:info@hardeemail.com)  
Subject: Order - 1890295

Hi Kristi,  
Can you please forward this quote to Casey. These are the leather club chairs for the reception are.  
Tahnks so much,  
Marilyn

Clearwater HFS  
28342 US 19 NORTH  
CLEARWATER, FL 33761

727-449-0488

=====

SLM1 MARILYN GAMBINO	SLM2	CUSTOMER PO#
TIME 06:54PM	COMMITTED	SALE TYPE 7
DATE 01-02-13		REQUESTED DATE 01-30-13

PAGE 1

SOLD TO: SHIP TO:

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTTECH RIVER  
107 EAST MAIN STREET 1499 US WHY 17 N  
WAUCHULA, FL 33873 WAUCHULA, FL 33873

Cus#: Other: Note: CBD

=====

LOC/PO	ETA	QTY	ITEM NO/DESCRIPTION	PRICE
--------	-----	-----	---------------------	-------

=====

4	BCH-4190AWLE,41363LV	2200.00
	ESPRESSO,	

FRAME NUMBER:4190AWL  
WOOD FINISH:ESPRESSO  
FABRIC:41363LV

1 HPP-5YR\_PURE\_BALANCE 189.99  
HUDSON'S 5 YEAR PURE BALANCE

Delivery  
Subtotal 2389.99  
Tax .00  
Labor  
Total 2389.99

Comments:

Frog Invoice# 1890295

My signature above indicates that I agree to the purchase of the above listed items and that I have received a copy of, read and understand the Terms & Conditions of Agreement for Sales & Delivery of Furniture, Goods & Other Items printed out on the back of my sales invoice folder. I hereby authorize Hudson's Furniture to charge the agreed upon deposit amount to my credit card provided at the time of purchase and also any subsequent payments as needed to complete this order. Payment in full must be made at the time the delivery is scheduled. All finance sales require minimum monthly payments. Our Free Delivery service is made possible by efficiently routing our trucks. This limits our ability to accommodate any time frame requests for delivery.

In the event you cancel your first (1st) free delivery of the above listed items for any reason, and Hudson's Furniture is required to reschedule the delivery, then a second (2nd) delivery fee equal to an additional six percent (6%) of this total sales invoice will be charged to you. Hassle Free Exchange Policy - If you are purchasing Active merchandise only (All Special Orders, Bedding, and Floor Samples are excluded), you are entitled to a one (1) time re-selection of merchandise for an additional \$99.00 re-delivery fee. The reselection must take place within thirty (30) days of receiving the Active Merchandise. No merchandise is returnable for a refund. A customer that wishes to return their merchandise/furniture must do so within thirty (30) days, will receive a store credit only and will be charged a \$99.00 re-delivery fee.



**CONDITIONAL SALE PURCHASE AGREEMENT**

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

<b>PROPOSAL:</b> 9998
<b>DATE:</b> 01/03/13

**PROJECT#:** 5-15

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#	<i>Cafe</i>	

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	5	H1121	Hospitality Tops 36" Model # H1121.B9.(Edge Color TBD) List Price: 214.00 Discount Off List: 50.00 %	107.00	535.00
2	8	H1120	Hospitality Tops 30" Model # H1120.B9.(Edge Color TBD) List Price: 197.00 Discount Off List: 50.00 %	98.50	788.00
3	8	XL-30	Single Column X Base -26" Model # XL-30, 26" Spread, Bar Height, Finish: Metallic Silver, Note: Freight Fees Not Included List Price: 223.00 Discount Off List: 33.33 %	148.67	1,189.36
4	5	XL-30	Single Column Base-32" Model # XL-30, 32" Spread, Standard Height, Finish: Metallic Silver, Note: Freight Fees Not Included List Price: 170.00 Discount Off List: 33.34 %	113.33	566.65
5	10	HMG1.N.E.ON .PLAT	STACKER CHAIRS MODEL # HMG1.N.E.ON.PLAT SHELL FINISH: ONYX (BLACK) , LEGS: PLATINUM NOTE: COMES IN A SET OF TWO List Price: 458.00 Discount Off List: 50.00 %	229.00	2,290.00



**CONDITIONAL SALE PURCHASE AGREEMENT**

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

<b>PROPOSAL:</b> 9998
<b>DATE:</b> 01/03/13

**PROJECT#:** 5-15

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#		

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
6	16	HMG5.N.E.ON .PLAT	CAFE HEIGHT STOOL MODEL # HMG5.N.E.ON.PLAT SHELL FINISH: ONYX (BLACK) LEGS: PLATINUM FINISH List Price: 299.00 Discount Off List: 50.00 %	149.51	2,392.16
DEPOSIT REQUIRED: 3,881.00				SUBTOTAL.....:	7,761.17
AUTHORIZED BY _____				TOTAL	7,761.17
DATE ACCEPTED _____					



**CONDITIONAL SALE PURCHASE AGREEMENT**

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

<b>PROPOSAL:</b> 9993
<b>DATE:</b> 01/03/13

**PROJECT#:** 5-15

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#	<i>University</i>	

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	16	HIWM1	Ignition Chair Model # HIWM1.A.H.M.UR10.T.PA (Grade 3 Fabric) List Price: 682.00 Discount Off List: 50.00 %	341.00	5,456.00
2	8	HMT2472E	Huddle Tops Model # HMT2472E.G.B9. (Edge Color TBD) List Price: 331.00 Discount Off List: 50.00 %	165.50	1,324.00
3	8	HMBTLEG24	Huddle Bases Model # HMBTLEG24.G.TI List Price: 362.00 Discount Off List: 50.00 %	181.00	1,448.00
4	8	HWTROUGH1	Trough Model # HWTROUGH1 List Price: 109.00 Discount Off List: 50.00 %	54.50	436.00
5	8	HMAMODP72	Modesty Panel Model # HMAMODP72.T1 List Price: 214.00 Discount Off List: 50.00 %	107.00	856.00
6	1	HTLLECT	Preside Laminate Lecturn Model # HTLLECT.B9.D.J List Price: 1,710.00 Discount Off List: 50.00 %	855.00	855.00



**CONDITIONAL SALE PURCHASE AGREEMENT**

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

<b>PROPOSAL:</b> 9993
<b>DATE:</b> 01/03/13

**PROJECT#:** 5-15

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#		

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
<p>DEPOSIT REQUIRED: 5,188.00</p> <p>AUTHORIZED BY _____</p> <p>DATE ACCEPTED _____</p>					
				SUBTOTAL.....:	10,375.00
				TOTAL	<u>10,375.00</u>





**CONDITIONAL SALE PURCHASE AGREEMENT**

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

<b>PROPOSAL:</b> 9994
<b>DATE:</b> 01/03/13

**PROJECT#:** 5-15

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#	<i>Admin Office</i>	

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	HIWM1	Ignition Chair Model # HIWM1.A.H.M.UR10.T.PA (Grade 3 Fabric) List Price: 682.00 Discount Off List: 50.00 %	341.00	341.00
2	1	HMBTLEG24	Huddle Bases Model # HMBTLEG24.G.TI List Price: 362.00 Discount Off List: 50.00 %	181.00	181.00
3	1	HWTROUGH1	Trough Model # HWTROUGH1 List Price: 109.00 Discount Off List: 50.00 %	54.50	54.50
4	1	HMAMODP72	Modesty Panel Model # HMAMODP72.T1 List Price: 214.00 Discount Off List: 50.00 %	107.00	107.00
5	1	HMT3072E	Huddle Top Model # HMT3072E.G.B9. (Edge Color TBD) List Price: 354.00 Discount Off List: 50.00 %	177.00	177.00
6	2	HVL506	Basyx Guest Chair Model # HVL506.MM10 List Price: 145.00 Discount Off List: 50.00 %	72.50	145.00
7	1	HFSC1836664 W	Flagship Bookcase Model # HFSC183664W.S List Price: 953.00 CONTINUED...	476.50	476.50



**CONDITIONAL SALE PURCHASE AGREEMENT**

11001 NW 33 STREET  
DORAL, FLORIDA 33172  
TEL: 305-716-9990  
FAX: 305-716-9980

<b>PROPOSAL:</b> 9994
<b>DATE:</b> 01/03/13

**PROJECT#:** 5-15

<b>SOLD TO:</b>		<b>SHIP TO:</b>	
Tech River University		Tech River University	
PH#	FX#		

<b>SALESPERSON</b>	<b>CONTACT NAME</b>	<b>CUSTOMER PO</b>	<b>QUOTE VALID</b>
Aileen Rodriguez			12/30/12


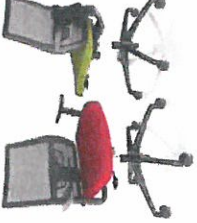
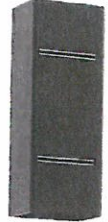
#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Discount Off List: 50.00 %		
8	1	H9185	Flagship Lateral Files Model # H9185.N.L.S List Price: 1,761.00 Discount Off List: 50.00 %	880.50	880.50
DEPOSIT REQUIRED: 1,181.00				SUBTOTAL.....:	2,362.50
AUTHORIZED BY _____					
DATE ACCEPTED _____				TOTAL	2,362.50



January 28, 2013

Hardee County Economic Development Council  
 Atten: Sarah Pelham  
 P.O. Box 458  
 Wauchula, FL 33873  
 Ph: 863-773-3030  
 Cell: 863-781-4369  
 E: [sarah.pelham@hardeemail.com](mailto:sarah.pelham@hardeemail.com)

Deliver to:  
 Tech River University

Qty	Conference Room	Description	Fabric/Finish	Image	Unit Price	Ext. Amt
1		10' x 48" Rectangle Conference Table No Power Includes (2) Grommet Holes	Finish: TBD		\$1,119.00	\$1,119.00
10		Conference Chair	Mesh Back Upholstered Seat		\$275.00	\$2,750.00
1		24"d x 72"w Storage Credenza • (1) Adjustable shelf per cabinet • Locking	Laminate: TBD		\$889.00	\$889.00

*# 28,192.34*



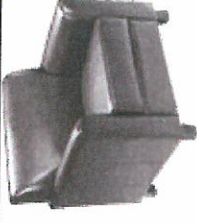
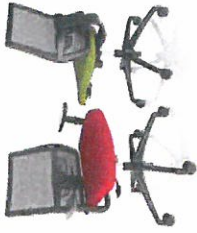
2440 US Hwy 98 North Lakeland Florida 33805  
 Phone: 863-682-3450 Fax: 863-683-9591  
 Email Address: [save@officefurnituredepot.com](mailto:save@officefurnituredepot.com)



January 28, 2013

Hardee County Economic Development Council  
 Atten: Sarah Pelham

Deliver to:  
 Tech River University

Qty	Description	Fabric/Finish	Image	Unit Price	Ext. Amt
1	Reception L-Shape Desk - Left Return 30"d x x 82"w Desk with Locking Box/File 24"d x 48"w Return with Locking File/File	Espresso or Latte		\$1,049.00	\$1,049.00
2	Side Table - 24" x 24"	Espresso or Latte		\$229.00	\$458.00
4	Club Chair	Brown Leather		\$499.00	\$1,996.00
1	Task Chair	Mesh Back Upholstered Seat		\$275.00	\$275.00

2440 US Hwy 98 North Lakeland Florida 33805  
 Phone: 863-682-3450 Fax: 863-683-9591  
 Email Address: save@officefurnituredepot.com



January 28, 2013

Hardee County Economic Development Council  
 Atten: Sarah Pelham

Deliver to:  
 Tech River University

Qty	Description	Fabric/Finish	Image	Unit Price	Ext. Amt
5	36" Round High-Top Table	Laminate Top: TBD Base: Metallic Silver		\$199.00	\$995.00
8	30" Round Table - Standard Height	Laminate Top: TBD Base: Metallic Silver		\$219.00	\$1,752.00
10	Stack Chair Coffee-Print Back	Black Metal Frame Black Vinyl Seat		\$99.00	\$990.00
16	Bistro Chair Coffee-Print Back	Black Metal Frame Black Vinyl Seat		\$129.00	\$2,064.00

50% Deposit required at the time the order is placed and the remaining balance is due upon completion. Special order items are subject to a 30% restocking fee. Office Furniture Depot offers a lease finance option for all your

Subtotal \$14,337.00  
 Fuel Surcharge \$15.00  
 Delivery/Setup \$950.00  
 Subtotal II \$15,302.00  
 Tax \$1,071.14  
 Total \$16,373.14

Accepted and Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**Our Low Price Guarantee**

For every product we sell, we guarantee to beat by 5% any price in writing.

2440 US Hwy 98 North Lakeland Florida 33805  
 Phone: 863-682-3450 Fax: 863-683-9591  
 Email Address: save@officefurnituredepot.com



February 8, 2013

Hardee County Economic Development Council

Attn: Sarah Pelham

P.O. Box 458






Wauchula, FL 33873

Ph: 863-773-3030

Cell: 863-781-4369

E: [sarah.pelham@hardeemail.com](mailto:sarah.pelham@hardeemail.com)

Deliver to:  
Tech River University

Qty	Description	Fabric/Finish	Image	Unit Price	Ext. Amt
<b>Training Room Private Office</b>					
1	Task Chair	Mesh Back Upholstered Seat		\$275.00	\$275.00
1	30"d x 72"w Table with Modesty Panel and Plastic Wire Management; Includes Casters	Laminate Top: TBD Base: Black		\$499.00	\$499.00
2	Guest Chair	Black Fabric		\$69.99	\$139.98
1	5-Shelf Bookcase 13"d x 36"w x 66"h	Metal Finish: TBD		\$239.00	\$239.00
1	5-Dr. 36"w Lateral File 18"d x 36"w x 65 1/4"h <b>Add \$35 for posting shelf</b>	Metal Finish: TBD		\$699.00	\$699.00

2440 US Hwy 98 North Lakeland Florida 33805  
Phone: 863-682-3450 Fax: 863-683-9591  
Email Address: [save@officefurnituredepot.com](mailto:save@officefurnituredepot.com)




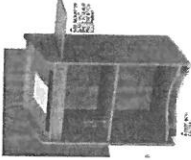
# OFFICE FURNITURE

BUY • SELL • TRADE

February 8, 2013

Hardee County Economic Development Council  
 Atten: Sarah Pelham

Deliver to:  
 Tech River University

Qty	Description	Fabric/Finish	Image	Unit Price	Ext. Amt
<b>Training Room</b>					
16	Task Chair	Mesh Back Upholstered Seat		\$275.00	\$4,400.00
8	24"d x 72"w Training Table with Modesty Panel and Plastic Wire Management; Includes Casters	Laminate: TBD		\$488.00	\$3,904.00
1	Lecturn 46"h x 25"w x 20"d Includes Microphone and Speakers 50 Watt Power	Laminate: Mahogany, Walnut, Cognac or Medium Oak		\$625.00	\$625.00
<b>Option</b>	Lecturn 46"h x 25"w x 20"d Includes Slide-Out Shelf No Power; No Microphone; No Speakers	Laminate: Mahogany, Walnut, Cognac or Medium Oak		\$299.00	<b>Option</b>

50% Deposit required at the time the order is placed and the remaining balance is due upon completion. Special order items are subject to a 30% restocking fee. Office Furniture Depot offers a lease finance option for all your furniture needs. Contact us Our Low Price Guarantee

For every product we sell, we guarantee to beat by 5% any price in writing.

Subtotal \$10,780.98  
 Fuel Surcharge \$15.00  
 Delivery/Setup - Reg. \$646.80  
 Subtotal II \$11,045.98  
 Tax \$773.22  
**Total \$11,819.20**

Accepted and Approved By: \_\_\_\_\_

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

2440 US Hwy 98 North Lakeland Florida 33805  
 Phone: 863-682-3450 Fax: 863-683-9591  
 Email Address: save@officefurnituredepot.com

## Economic Development Performance Report

1. Forestwood
2. Milano Tile
3. Organix
4. Keyplex
5. Pacer Marine
6. IBM
7. AllynDeb\*\*
8. Scosta\*\*



**Hardee County Economic Development**  
**Balance Sheet**  
As of January 31, 2013

	<u>Jan 31, 13</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Wauchula State Bank	10,337.84
Total Checking/Savings	<u>10,337.84</u>
Total Current Assets	<u>10,337.84</u>
<b>TOTAL ASSETS</b>	<b><u>10,337.84</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
020-0 · Payroll Liabilities	13,005.62
Total Other Current Liabilities	<u>13,005.62</u>
Total Current Liabilities	<u>13,005.62</u>
Total Liabilities	13,005.62
Equity	
3010 · Unrestrict (retained earnings)	59,882.43
Net Income	<u>-62,550.21</u>
Total Equity	<u>-2,667.78</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>10,337.84</u></b>