



AGENDA

Hardee County Economic Development Council Hardee County Industrial Development Authority

Commission Chambers 412 W. Orange, Room 102, Wauchula, FL 33873 Regular Meeting

6/13/2017 8:30 AM

BOARD MEMBERS

Vanessa Hernandez, Chairwoman | Gene Davis, Vice-Chairman | Monica Reas | Courtney Green | Dorothy Conerly | Lory Durrance | Calli Ward | Tommy Watkins | Bill Lambert

Item 1. Call to Order Item 2. Approval of Agenda Item 3. Approval of Minutes Item 3.1. May 2017 EDC/IDA Minutes Item 4. Agenda Items Item 4.1. Botanicals & Extract Facility Florida Olive Council Item 4.2. Dr. Folta, Michael Garcia and Tomas Pollmann Item 4.3. Mote Marine Dr. Kevin Mane and Lyndsay Lynch Leslie Cantu Item 4.4. Bees & Botanicals Update Item 4.5. RFP for Engineering Services Item 4.6. Hardee Fresh, LLC- Draft Contract Tyler Jacoby and Halton Peters Item 5. Chair Updates/Project Updates Item 6. Financial Report May 2017 EDC/IDA Financials Item 6.1.

Agenda June 13, 2017

Item 6.2. General Fund Budget Amendments

Item 6.3. Special Revenue Budget Amendments

Item 7. Announcements/Other Business/Public Comments

Item 8. Adjournment





MINUTES

Hardee County Economic Development Council Hardee County Industrial Development Authority

Commission Chambers 412 W. Orange, Room 102, Wauchula, FL 33873 Regular Meeting

5/09/2017 8:30 AM

BOARD MEMBERS

Vanessa Hernandez, Chairwoman | Gene Davis, Vice-Chairman | Monica Reas | Courtney Green | Dorothy Conerly | Lory Durrance | Calli Ward | Tommy Watkins | Bill Lambert

1. Call to Order

Attendee Name	Title	Status	Arrived
Vanessa Hernandez	Chairwoman	Present	
Gene Davis	Vice-Chairman	Present	
Monica Reas	Board Member	Present	
Courtney Green	Board Member	Present	
Dorothy Conerly	Board Member	Absent	
Lory Durrance	Board Member	Present	
Calli S Ward	Board Member	Present	
Tommy Watkins	Board Member	Present	
Bill Lambert	Economic Development Director	Present	
Sarah W Pelham	Economic Development Corrdinator	Present	
Kristi Schierling	Economic Development Office Manager	Present	

Visiting: Charlie Cox, Peter McClure, Kevin Cundiff, Bruce Stayer, Tom Schenk, David Royal, Kevin Zollner, Brian Patterson, Steven Southwell, Clay Cobb, Sharon Moye and Dillard Albritton.

County Commissioners: Mike Thompson

County Attorney: Ken Evers

Press: Michael Kelly

2. Approval of Agenda

Item 2.1. Motion to approve agenda as presented

RESULT:

APPROVED [UNANIMOUS]

MOVER: SECONDER: Gene Davis, Vice-Chairman Monica Reas, Board Member

AYES:

Hernandez, Davis, Reas, Green, Durrance, Ward, Watkins

ABSENT:

Conerly

3. Approval of Minutes

Item 3.1. April 2017 EDC/IDA minutes

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Monica Reas, Board Member Tommy Watkins, Board Member

SECONDER: AYES:

Hernandez, Davis, Reas, Green, Durrance, Ward, Watkins

ABSENT:

Conerly

4. Agenda Items

Item 4.1. -Florikan Contract for Purchase and Maintain Jobs Agreement

Director Lambert gave background information to the Board. Attorney Ken Evers told the Board that we would be in 3rd position. Florikan will have 2 notes ahead of ours. The IDA would subordinate to the 1st and 2nd. An Indemnity Agreement was added late yesterday. Florikan hired a contractor to perform work. Florikan paid this contractor but they did not pay their subcontractor, Cobb Construction. The contractor has since went bankrupt and Cobb has been unable to be paid. They have went to Florikan looking to settle this. This is why an Indemnity Agreement has been added, so no one can hold the IDA liable for this situation. There was a clause in the agreement that if Florikan drops below 24 employees at any given time, even if for one day, they will owe the IDA \$350,000 for each year this occurs through 2024.We agreed to sell the lot next to them at \$60,000. Discussion was had regarding the payment of Florikan possibly dropping below 24 jobs. Some felt that it should be the same number as the compliance credit if they maintain the required number of jobs. It was decided to have both numbers match. The default payment and compliance credit will be \$384,615.

The purchase price is \$4,5000,000 with a jobs creation credit of \$2,500,000.

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Gene Davis, Vice-Chairman

SECONDER:

Calli S Ward, Board Member

AYES:

Hernandez, Davis, Reas, Green, Durrance, Ward, Watkins

ABSENT:

Conerly

Item 4.2. EDA grant application submissions

The EDA cycle is now open and we plan to submit 3 applications this cycle. They will be EDC funding, water/sewer for Zolfo Springs design and City of Wauchula construction for MLK, and design for extending Carlton through NB Hwy 17 through to MLK. Director Lambert told the Board that we could transfer money to the EDA if needed to fund some of the projects, maybe \$500,000 to \$1,000,000. Director Lambert also announced that Park Winter and Lex Albritton have decided not to move forward with the pretreatment facility. This would now free up the \$250,000 that we had allocated to couple with the EDA grant that was awarded.

RESULT:

APPROVED [UNANIMOUS]

MOVER: SECONDER: Monica Reas, Board Member Lory Durrance, Board Member

AYES:

Hernandez, Reas, Green, Durrance, Ward, Watkins

ABSENT:

Conerly

EXCUSED:

Davis

Item 4.3. Florida Olive Council Request- Will present at June's meeting

Director Lambert let the Board know that this item will be postponed until our next meeting.

Item 4.4. Terviva- Continued Discussion

This is continued discussion from last month's meeting. They are asking for our help in building a crushing plant. Director Lambert would like for the board to allow us to seek professional help for the construction of the plant, possibly a feasability study. Terviva does have a site plan already for the crushing plant. Director Lambert hopes to have an extraction consultant here next month to give more information. We could go ahead and earmark \$1,000,000 in the budget for the plant and move forward with a consultant.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Calli S Ward, Board Member

SECONDER:

Monica Reas, Board Member

AYES:

Hernandez, Reas, Green, Durrance, Ward, Watkins

ABSENT:

Conerly

EXCUSED:

Davis

5. Chair Updates/Project Updates

Item 5.1. Director's Report May 2017

A written update was provided in the agenda packet.

6. Financial Report

Item 6.1. April 2017 EDC/IDA Financials

Sarah Pelham reviewed the financials.

RESULT:

ADOPTED [UNANIMOUS]

MOVER:

Monica Reas, Board Member

SECONDER:

Tommy Watkins, Board Member

AYES:

Hernandez, Reas, Green, Durrance, Ward, Watkins

ABSENT:

Conerly

EXCUSED:

Davis

7. Announcements/Other Business/Public Comments

Sarah Pelham mentioned that the IEDC is holding the Economic Future Forum next month. They will have a seminar on Ag in Economic Development that Sarah thought the Board members would like to attend. If there is any interest, contact our office. It is June 4-6 in Little Rock, AR.

8. Adjournment

COMMERCIAL LEASE

This lease is made and executed in duplicate in the City of Wauchula, County of Hardee, State of Florida, by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public agency organized under the laws of the State of Florida,** whose address is 107 East Main Street, Wauchula, Florida 33873 (hereinafter referred to as "Lessor"), and **HARDEE FRESH I LLC**, a Florida limited liability company, whose address is 6113 Savoy Circle, Lutz, Florida 33558 (hereinafter referred to as "Lessee").

Section I Description of Premises; Delivery of Premises; Term; Use

Subject to the terms and conditions set forth herein, Lessor leases to Lessee, the premises located at 1340 US Highway 17 North, County of Hardee, State of Florida, and described as follows (hereinafter referred to as the "Land"):

4.09 acres

Begin at the NE corner of the NW¼ of the SE¼ and run S 747 LKS, thence W 457 LKS to R/W of ACL RR, thence N 14°30' W 761 LKS, thence run E 616 LKS to POB, Section 33, Township 33 South, Range 25 East, Hardee County, Florida.

Parcel I.D. No.: 33-33-25-0000-08730-0000

AND

5 acres

Begin at the NW corner of the NE¼ of the SE¼ of Section, run N 89°48'39" E 441.66 feet, S 00°10'53" E 493.96 feet, N 89°58'39" W 441.66 feet, N 00°10'54" W 492.33 feet to POB, Section 33, Township 33 South, Range 25 East, Hardee County, Florida.

Parcel I.D. No.: 33-33-25-0000-05350-0000

Excluding mobile unit at front of building on west side. The mobile unit on the west side of the property shall be removed by Lessor within sixty (60) days of Lessee's provision of written request for removal of same.

The Land, together with the building containing approximately ______ square feet located thereon (the "Building"), all other structures and improvements on the Land (except mobile unit at front of building on west side), and all easements, rights, and privileges appurtenant thereto, shall collectively be referred to herein as the "Premises". The Premises

shall be used during the lease by Lessee and any Affiliate (as defined in Section XXI hereof), and their respective employees, for the researching, growing, developing, packing, manufacturing and distributing of agricultural products, food supplements and biopesticides, and all ancillary and related activities thereto, and all other lawful purposes consistent with the same (the "Permitted Use"). The Premises shall be used for no other purpose other than the Permitted Use without prior written approval from the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall have sole and exclusive possession of the Premises during the Term (as hereinafter defined).

The initial term (the "Term") of this lease shall commence upon the Commencement Date and expire on the date that is the last day of the tenth (10) year following the month in which the Commencement Date occurs, unless otherwise renewed, extended or terminated as provided herein. For purposes hereof, the "Commencement Date" shall be the date that is two (2) business days after Lessor has given notice to Lessee that the Premises shall be delivered to Lessee vacant, broom-clean and free of all tenancies and other occupants, with Lessor's Work Substantially Complete, with all mechanical and utility systems serving the Premises in good working order and condition, free from Hazardous Materials, and in compliance with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, the Americans With Disabilities Act and all regulations promulgated thereunder. For all purposes hereof, the terms "Substantial Completion", "Substantially Complete" and like variations thereof shall mean that (A) Lessor's Work is complete, except for minor, insubstantial items or adjustments of work, i.e., punch-list items, which shall not adversely affect Lessee's use or occupancy of the Premises (collectively, "Punch List Items"), and (B) Lessor has obtained all required permits and approvals from all applicable governmental authorities in connection with Lessor's Work and that the Premises may be legally used and occupied by Lessee for the Permitted Use. Provided Lessee is not in default beyond applicable notice and cure periods under this lease, Lessee shall have two (2) options to renew the Term of this lease, for successive renewal periods of three (3) years (each a "Renewal Term"). During each Renewal Term all of the terms and conditions of this lease shall be in effect, except that the rent shall be adjusted as provided below. If at any time the Term of this lease expires or is terminated, all remaining renewal options shall be void. Each option shall be exercisable by written notice to Lessor, given at least six (6) months prior to the time that the Term of this lease would otherwise have expired. As used in this lease, "Term" means the initial Term and all applicable Renewal Terms.

Lessor shall record in the public records of Hardee County, Florida a memorandum of lease describing the parties, term and option described herein.

Upon execution of this lease, Lessee shall deposit with Lessor, in an interest-bearing account, an initial sum of Ten Thousand Dollars (\$10,000.00).

Lessee shall make additional deposits in a like manner, within ten (10) days of receipt of written demand from Lessor for same. Any additional deposits shall be calculated by Lessor as ten percent (10%) of the cost of any custom improvement requested by Lessee in writing. A "custom improvement" shall be defined as any improvement requested by Lessee in writing, accompanied by a written cost estimate. Any such request shall include a check from Lessee for ten percent (10%) of the cost estimate and shall be considered an additional deposit hereunder.

The initial and any additional deposit, together with accrued interest thereon, shall be forfeited to Lessor in the event Lessee is deemed in default of this lease past all applicable notice and cure periods. In the event Lessee exercises the option described in Section XXI below, the entire deposit, together with accrued interest, shall be applied to the Purchase Price (as defined in Section XXI below). If at the conclusion of the initial ten (10) year term, the purchase option described in Section XXI below has not been exercised, the deposit, together with accrued interest thereon, shall be disbursed to Lessor. This deposit is not intended to be a security deposit but as a performance deposit to ensure Lessee's performance thereunder.

Section II Rent

From and after the Rent Commencement Date (hereinafter defined), Lessee shall pay to Lessor as rent for the Premises an amount equal to seven (7%) annually of IDA's Gross Investment (as hereinafter defined), on a monthly basis, together with sales tax. For purposes herein, "IDA's Gross Investment" means the total amount of Lessor's actual and reasonable costs and expenses (as evidenced by supporting invoices) expended towards the construction and improvement of the Premises. Provided, however, in no event shall IDA's Gross Investment be less than \$2,100,000 or greater than \$4,000,000. For example, if IDA's Gross Investment in the Premises is \$2,100,000, the annual rent payable by Lessee for the first year of the initial Term would be \$147,000.00, payable in monthly installments of \$12,250.00, plus sales

tax due. The first payment of rent under this lease shall be due the 1st day of the month that is twenty-four (24) full calendar months following the Commencement Date (the "Rent Commencement Date"). No later than forty-five (45) days after the Premises Delivery Date, Lessor shall provide Lessee written notice of Lessor's determination of the IDA's Gross Investment. Prior to the Rent Commencement Date, Lessee, at its expense, shall have the right to audit Lessor's books and records relating to any items affecting Lessor's Work and Lessor's determination of the IDA's Gross Investment. Within fifteen (15) days after Lessee's notice of election to perform an audit, Lessor shall afford Lessee or any of Lessee's employees or consultants designated by Lessee, full access to such documents (including documents which may be stored in an electronic medium) (in a mutually agreed upon location) as are in Lessor's possession or control and which are necessary or desirable to conduct canceled checks, invoices, and such other the audit including. documents as may be reasonably requested by Lessee, all of which documents shall be in accordance with generally accepted accounting standards, consistently applied. Lessor shall reasonably cooperate with Lessee as to facilitate the performance of Lessee's audit. If as a result of such audit Lessee reasonably determines there is an error in Lessor's determination of the IDA Gross investment, the dispute shall be submitted to a mutually agreeable third party CPA for final and binding determination.

Lessee shall have the right to prepay rent at any time. In the event Lessee exercises this right to prepay rent, the prepaid rent shall be assigned its present day value, together with interest rate based on current ten (10) year treasury note.

Additionally, Lessee agrees to reimburse the Lessor the ad valorem taxes and property casualty insurance paid by Lessor from the Commencement Date through the Rent Commencement Date within thirty (30) days of invoice from IDA for same.

Section III Repairs and Maintenance; Lessor's Right to Inspect or Repair

From and after the Commencement Date, except as otherwise set forth herein this lease, (i) Lessee agrees to make all necessary repairs to the interior and exterior of the Premises and to maintain the same in materially the same condition which existed on the Commencement Date, at its sole cost and expense, and (ii) Lessor agrees to make all necessary repairs to the interior and exterior of the Premises necessitated by the acts or omissions of Lessor, its agents, employees or contractors or the failure of Lessor to perform its obligations hereunder; provided

Lessee shall give Lessor written notice of the necessity for such repairs with respect to the Premises and provided that the necessity for such repairs shall not arise from nor be caused by the negligence or willful acts of Lessee, its agents, concessionaires, officers, employees, licensees or contractors. In the event that Lessor fails to make the repairs it is obligated to make hereunder after receipt of thirty (30) days written notice, Lessee will be permitted to make said repairs and offset said cost from future payments of rent.

Lessee agrees that Lessor and Lessor's agents or other representatives shall have the right to enter the Premises, or any part of the Premises, during regular business hours and upon reasonable prior notice to Lessor (except in case of emergency, in which event Lessor shall use commercially reasonable efforts to give Lessee telephonic notice prior to such entry) for the purpose of examining them or making such repairs or alterations as may be necessary to make them safe and to preserve them. Lessor agrees to use commercially reasonable efforts to minimize any disruption to or interference with Lessee's business operations in the Premises during any such entry and shall indemnify and hold harmless Lessee and its partners, directors, officers, agents and employees from and against any and all claims for bodily injury and property damage arising from or in connection with Lessee's entry, except to the extent resulting from the negligence of Lessee, its agents, contractors or employees.

Section IV Compliance by Lessee with Laws, Rules, and Regulations; Fire Prevention

Lessee agrees to comply with all local, state and federal laws, rules, regulations, and requirements applicable to the Premises, and in particular with those for the correction, prevention, and abatement of nuisances or other grievances in, on, or connected with the premises during the Term of this lease. Lessee further agrees that it will not permit the Premises to be occupied for any purpose deemed to be extrahazardous on account of fire; provided Lessor acknowledges Lessee's use of the Premises in accordance with the Permitted Use shall not be deemed a breach of the preceding sentence. Lessee shall comply with all the sanitary laws, ordinances, rules, orders of appropriate governmental authorities.

Section V Assignment and Sublease

Lessee agrees not to assign this lease without first obtaining Lessor's written consent to the assignment; provided, however, Lessee

may (A) assign this lease, without obtaining Lessor's written consent, to (i) an Affiliate (as defined in Section XXI), (ii) a successor of Lessee or an Affiliate (by merger, reorganization, consolidation, or transfer of all or substantially all of Lessee's (or such Affiliate's) assets, partnership or other equity interests), or (iii) any operating division, group, department, or group of individuals of Lessee or an Affiliate (collectively an "Operating Unit"), which has ceased to be an Affiliate as a result of a spin-off from Lessee or otherwise (regardless of whether such assignment or sublet is to a new entity formed by such Operating Unit, or to an existing entity of which the Operating Unit becomes a part), or (B) transfer any interest in Lessee including, without limitation, a majority or controlling interest in Lessor agrees not to withhold, condition or delay consent unreasonably. Lessee shall have the right to sublet or underlet the Premises for any purpose permitted by Section I, provided such sublettings or underlettings shall be subject to the terms and conditions of this lease, and further provided that Lessee shall notify Lessor in writing of such sublettings promptly. Such sublettings or underlettings shall not release Lessee from any of its obligations under this lease.

Section VI Effect of Damage to or Destruction of Premises

If the Premises are damaged or destroyed in whole or in part by fire or other casualty during the Term of this lease, Lessor agrees, with due diligence, to repair, restore, rebuild, or replace the Premises or portion destroyed or damaged, so that the Premises shall be substantially the same as it was before the damage. If the destruction or damage amounts to more than fifty (50%) percent of the insurable value of the Premises (as determined in writing by an independent architect or contractor licensed in the State of Florida), Lessor or Lessee may, at its option, cancel and terminate the lease by giving written notice to the other party within thirty (30) days after the date of such independent architect or contractor's written determination. In such event, this lease shall terminate on the date specified in such notice, and Lessor shall not be obligated to repair or rebuild the Premises. In the event of such damage or destruction, rent under this lease will be abated for the term during which, and to the extent to which, the Premises may not be used by Lessee for the Permitted Use or the normal conduct of Lessee's business in the Premises. Lessee shall have the absolute right to make application for and be paid and receive all proceeds of any casualty insurance maintained by Lessee. Lessee shall be entitled to receive a pro rata refund out of any advance rent paid by it for the period during which the Premises were unused by reason of destruction or damage.

Section VII Insurance

Lessee, during the Term of this lease, shall carry public liability insurance at its own cost, insuring Lessor and Lessee against all claims for injuries to persons or property occurring in, upon or about the Premises, said policy of insurance at all times to be in an amount not less than \$1,000,000 for injuries to each person in one accident and not less than \$2,000,000 for bodily injury and property damage for each occurrence. Lessee shall be responsible for insuring all of Lessee's tangible personal property on the Premises.

Section VIII Lessee's Right to Place Signs; Removal of Signs when Repairing Building

Lessee shall have the privilege of placing on the Premises, at its sole cost and expense, such signs as it deems necessary and proper in the conduct of its business.

Section IX Utilities; Indemnity

Utilities. Lessee shall pay for all utilities (electric, phone, etc.) used in the Premises during the Term of this lease and of any renewal or extension of this lease, and for any other substances used for heat or light. Lessee shall pay to the water company supplying water to the premises all charges for water furnished the Premises and all sewer charges which may, during the Term of this lease, be assessed or imposed for water used or consumed on the premises, whether determined by meter or otherwise, as soon as they are assessed or imposed. If such charges or rentals are not paid by Lessee during the month in which they are due, they may be paid by Lessor and shall be added to the next month's rent after that to become due. Lessee agrees to maintain heating and hot water systems at its own expense.

Indemnity. Except to the extent caused by the negligence, gross negligence or willful misconduct of Lessor or any Lessor Indemnitees (defined below), Lessee shall, during the Term of this lease, protect, indemnify, defend and hold Lessor, its officers, directors, employees and agents ("Lessor Indemnitees") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by or asserted against Lessor or any of the

Lessor Indemnitees and arising out of or in connection with (A) the acts or omissions (including violations of law) of Lessee, the Lessee Indemnitees (defined below) or any of Lessee's contractors, and/or (B) the actual or alleged presence of Hazardous Substances on the Premises caused by Lessee after the Commencement Date, or any other environmental claim related in any way to the use of the Premises by Lessee after the Commencement Date. As conditioned and limited by Florida Statute, including but not limited to F.S. § 768.28, except to the extent caused by the negligence, gross negligence or willful misconduct of Lessee or Lessee Indemnities, Lessor shall, during the Term of this lease, protect, indemnify, hold harmless, and defend Lessee, its officers, directors, agents, and employees of, and the shareholders, partners, and members therein (collectively, "Lessee Indemnitees"), from and against any and all loss, cost, damage, liability or expense (including but not limited to reasonable attorneys' fees and legal costs) of any kind or nature whatsoever that may at any time be incurred by, imposed on, or asserted against any Lessee Indemnitees, directly or indirectly, based on, or arising or resulting from (A) the acts or omissions (including violations of law) of Lessor, Lessor Indemnitees, or any of Lessor's contractors, and/or (B) the actual or alleged presence of Hazardous Substances on the Premises prior to the Commencement Date, or any other environmental claim related in any way to the use of the Premises prior to the Commencement Date. Lessor will promptly, upon demand, pay Lessee for any damage, expenses, or liabilities caused to or incurred by Lessee or Lessee Indemnitees due to the failure to comply with Environmental Laws or other applicable laws by Lessor prior to the Commencement Date or due to any pollution created by, caused by, or contributed to by Lessor. Without limitation, such expenses may include all expenses reasonably incurred by Lessee or Lessee Indemnitees for containment or remediation of any unpermitted discharge.

For purposes herein, "Environmental Laws" means any and all federal, state, regional or local statutory or common laws relating to pollution or protection of the environment and any related regulations, rules, orders, directives or other requirements. Environmental Laws include (by way of example and not as a limitation) any common law of nuisance or trespass and any law, regulation, rule, order or directive relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, presence, transportation, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, wastes or other substances deemed hazardous or potentially hazardous to persons or the environment. "Hazardous Substances"

means any substance regulated by any Environmental Law. The provisions of this section shall survive the termination or expiration of this lease with respect to any claims or liability occurring prior to such termination or expiration.

Section X Notices, Generally

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; or (e) upon receipt of confirmation of transmission by facsimile transmission. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this paragraph):

If to LESSOR:

HARDEE COUNTY INDUSTRIAL, DEVELOPMENT AUTHORITY

107 East Main Street Wauchula, FL 33873

If to LESSEE:

HARDEE FRESH I LLC

6113 Savoy Circle Lutz, Florida 33558 Attn: Halton A. Peters Phone: (650) 776-4271

Email: hpeters@nrcapmgmt.com

With copy to:

KENNETH B. EVERS, of KENNETH B. EVERS, P.A.

424 West Main Street Post Office Drawer 1308 Wauchula, FL 33873-1308 Phone: (863) 773-5600

Facsimile: (866) 547-4362 Email: office@hardeelaw.com

Section XI Manner of Giving Notice of Default or Omission

It is agreed that there is to be no enforceable default against Lessee or the exercise of any option or right granted to Lessor under any provision of the lease in the event of Lessee's default or omission, unless notice shall have been given by Lessor to Lessee, with such notice specifying the default or omission complained of, and Lessee shall have had fifteen (15) days from such notice to comply with or remedy the default or omission. If the default or omission complained of is of such nature that it cannot be completely cured within such fifteen (15) day period, such default nevertheless shall not be enforceable against Lessee if Lessee shall have begun curing it within the fifteen (15) day period, and shall, with reasonable diligence and in good faith, proceed to remedy it. If Lessor defaults in the performance of any of Lessor's obligations hereunder, or if Lessor fails to make any payment which Lessor is obligated to make under the terms of the Lease (including without limitation, any payment, refund or reimbursement due Lessee hereunder, whether under the terms of this lease or as a result of a judgment against Lessor for default hereunder), then Lessee, without being obligated to and without thereby waiving such default, will have the following remedies, which remedies are cumulative and in addition to those remedies Lessee has at law or in equity: (a) after prior notice to Lessor reasonable under the circumstances (but in no event more than Lessee may perform such obligation (to the extent such obligation relates to the Premises), or, in the case of a payment Lessor is obligated to make, make such payment, as Lessor's agent. amount of the cost and expenses incurred by Lessee (including attorneys' fees in connection with Lessee performing such obligation) or the payment so made, together with the amount of any attorneys' fees in instituting, prosecuting or defending any action or proceeding by reason of any default of Lessor hereunder, shall be paid by Lessor to Lessee. If Lessor fails to pay such costs and expenses within ten (10) days after written demand therefor, Lessee may deduct such amounts as an offset from rent then due or thereafter coming due hereunder.

Section XII Subordination of Lease to Encumbrances

This lease is subject and subordinate to any mortgages or trust deeds now on or, after the making of this lease, may be placed against the premises, and to all advances made or that may be made on account of the encumbrances, to the full extent of the principal sums secured by it and interest on such sums, unless the holder of any such mortgage or trust deeds elect by recorded instrument that this lease shall be prior to such mortgage or deed of trust, and provided that each such mortgage or trust deed shall provide that on any default under such mortgage or trust deed, the holder thereof shall not disturb this lease and will abide by its terms so long as Lessee is not in default of this lease. Subject to

the foregoing, such subordination shall be self-executing and effective without any further action by Lessee or Lessor. At the option of any such mortgagee, Lessee, within ten (10) days after receiving a written request, shall execute an Attornment and Nondisturbance Agreement which shall provide in substance that this lease shall not be terminated so long as Lessee is not in default of its obligations hereunder and that Lessee shall attorn to such mortgagee or its successor in interest or to any purchaser of the Premises upon foreclosure or sale. Lessee shall, from time to time, within ten (10) days of request by Lessor or Lessor's lender, execute such instruments, certificates and Lessee estoppel letters as may be requested by Lessor to evidence and confirm such subordination and deliver such instruments, certificates and letters to mortgagees or prospective mortgagees designated by Lessor.

Section XIII Beginning Date of Lease Term; Rent Before Term Begins

a. Lessor and Lessee agree to execute and deliver, within ten (10) days after the Rent Commencement Date, an instrument certifying the Commencement Date, the Rent Commencement Date, the Term, and the rent under this lease, and acknowledging the Purchase Option set forth herein. b. Lessee will pay a pro rata rent for the portion of the month from the Rent Commencement Date of the Term to the first of the month immediately succeeding.

Section XIV Fixtures Installed by Lessee

All fixtures installed by the Lessee in the Premises shall be and remain the property of Lessee and may be removed by it at any time during the Term of this lease or within ten (10) business days following the expiration of this lease, provided the same can be removed without damage to the real property. Any such fixtures remaining in the Premises after the date that is ten (10) business days following the expiration of the Term of this lease shall be deemed abandoned by the Lessee and shall become the property of Lessor. Any damage to the Premises, caused by the removal of such fixtures, shall be repaired by Lessee, at Lessee's sole cost and expense.

Lessee shall require payment and performance bonds be posted by any entity with whom it contracts for performance of labor and supply of materials in the Premises in a form approved by Lessor prior to commencement of improvements.

Section XV Lessee's Right to Make Payments on Encumbrances or Taxes on Lessor's Default

In the event Lessor fails to make any payment on account of principal or interest on any mortgage or trust deed note affecting the Premises, or to pay any tax or assessment assessed or levied against the premises during the period within which such payment may be made without penalty or interest, Lessee, on written notice to Lessor, shall have the right to make the payment and to deduct the sum so paid from the next or any subsequent installment of rent upon adequate proof of such payment.

Section XVI Eminent Domain

If the premises or any part thereof shall be taken by or pursuant to authority or through the exercise of eminent domain, or if any part is taken and the balance of said premises in the opinion of Lessee is not suitable for its ongoing operations, this lease, at the option of the Lessee, shall terminate without further liability on the part of Lessee, or the rent hereunder shall shall be reduced in proportion to the reduction in area of the premises, but nothing herein shall be deemed a waiver of the right of Lessee to an award for any damages compensable under Florida law from the condemning authority caused by such taking whether made separately or as part of a general award.

Whether or not this lease is terminated pursuant to the preceding paragraph, Lessee shall be entitled to actively participate in and appear in any condemnation proceedings and any negotiations with respect to a conveyance in lieu of such proceedings, either separately or in conjunction with Lessor. Lessee's written consent shall be required for the compromise or settlement of any action for condemnation. Lessor shall provide Lessee copies of all documents and correspondence with regard to the condemnation and the condemnation proceedings, and shall give written notice to Lessee of any meetings with the condemning authority, its agents or representatives, and permit Lessee to attend all such meetings. Lessor shall not object to any attempt by Lessee to formally intervene into any condemnation suit as a party.

Time of the Essence; Estoppel

Time is of the essence of each and every provision, covenant, and condition contained in this lease, and on the part of the Lessee or Lessor to be done and performed. Lessor agrees at any time and from time to time upon not less than fifteen (15) days' prior notice by Lessee to execute, acknowledge and deliver to Lessee a statement (the "Lessor Estoppel") in writing certifying that this lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the Lessor, Lessee is in default in the performance of any covenant, agreement or condition contained in this lease and, if so, specifying each such default of which the Lessor may have knowledge, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective subLessee of all or a portion of the Premises and any prospective assignee of Lessee's interest in this lease.

Section XIX Lessor's Specific Covenants and Warranties

Lessor covenants and warrants that:

- a. Lessor is the owner of the Premises and has the right to make this lease to Lessee in accordance with the terms of this lease.
- b. Lessee, on paying the rent reserved in this lease and on performing all of the terms and conditions of this lease on its part to be performed, shall at all times during the lease term peacefully and quietly hold and enjoy the Premises.
- c. The Premises are now free from all encumbrances, except covenants and restrictions of record.
- d. The person executing this lease has been duly authorized by all requisite action and this lease is binding upon and enforceable against Lessor in accordance with its terms.
- e. Lessee's use of the Premises will not violate any restrictions or agreements applicable to the Premises.

Lessor further covenants and warrants that at the time of the delivery of possession of the Premises to Lessee:

f. The premises shall be clear of all mechanics' liens.

- g. The building shall be free from latent defects.
- h. A certificate of occupancy shall have been duly issued for the building, if required.
 - i. The Building lawfully may be used for the Permitted Use.
- j. The Premises and the Building shall be in full compliance with all Legal Requirements.
- k. No Hazardous Materials shall be on or in the Land or the Building in violation of applicable law or which would materially adversely affect Lessee's proposed use of the Premises.

These covenants of Lessor shall be binding upon Lessor and its successors. In the event the Building is sold or repossessed all provisions of this lease shall remain intact and Lessee shall not be held subject to any mortgage holder's requirements, if those requirements are different from the Lease. Lessee shall have unrestricted access to the Premises at all times during the Term of this lease.

Section XX Lessor's Re-Entry on Default or Abandonment

If Lessee abandons or vacates the Premises (except as authorized pursuant to this lease) or is dispossessed for cause by Lessor before the termination of this lease, or any renewal of this lease, for more than thirty (30) days, Lessor may, on giving twenty (20) days written notice to Lessee, declare this lease forfeited and shall in the event of forfeiture, make reasonable efforts to relet the Premises for similar rental rates. Lessee shall be liable to Lessor for all damages suffered by reason of such forfeiture. Such damages shall include, but are not limited to, the following: (1) all rent not received by Lessor until the property is relet, including reasonable expenses incurred in attempting to relet; and (2) the difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises have been relet, Lessee agrees to pay to Lessor, on the day as rental payments are due under this lease, the lost rent due Lessor after the last payment was made.

After the premises have been relet, Lessee agrees to pay to Lessor, on the last day of each rental period, the difference between the rent received for the period from reletting the rent reserved under this lease for that period.

Lessor agrees to use commercially reasonable efforts to mitigate its damages hereunder. In no event shall Lessee be liable for consequential, punitive, and/or direct damages.

Section XXI Option to Purchase Premises

Lessor hereby grants unto Lessee an option (the "Purchase Option") to buy the Premises (including all improvements contained on the Premises) at any point during the Term, including any extensions or renewals thereof, for the Purchase Price (as hereinafter defined), subject to the following terms and conditions:

- (a) At such time as Lessee shall desire to exercise this Purchase Option, Lessee shall give Lessor written notice thereof (the "Exercise Notice").
- (b) Lessee shall close on the Purchase Option on a date that is no earlier than sixty (60) days after determination of the Purchase Price in accordance with (d) hereinbelow ("Option Closing Date").
- (c) Lessor shall determine the title company at which settlement shall occur and shall inform Lessee. Closing costs shall be allocated pursuant to the local custom. Lessor shall be responsible for the pro-rated share of the ad valorem taxes due at the time of closing. The Premises shall be conveyed to Lessee pursuant to a general warranty deed, with no liens, encumbrances or restrictions other than the Permitted Title Exceptions and any other matters expressly approved by Lessee or imposed on the Premises by Lessee.
- (d) The total purchase price (the "Purchase Price") for the Premises pursuant to the Purchase Option shall be equal to the lesser of (i) the Fair Market Value (as hereinafter defined) of the Premises as of the date of the Exercise Notice (as hereinafter defined), or (ii) subject to reductions and adjustments expressly set forth herein, the IDA's Gross Investment. The Purchase Price shall be determined as follows:
 - (i) With respect to the determination of the Fair Market Value, within 15 days after Lessor receives the Exercise Notice, Lessor shall notify Lessee of its selection of a real

estate appraiser, whom shall determine and promptly report (and in no event later than the 30th day following Lessor's receipt of the Exercise Notice) to both Lessor and Lessee in writing his or her determination of the Fair Market Value. Any appraiser appointed pursuant to this paragraph must be an independent qualified Member of (or Appraisal Institute (MAI) any organization thereto) registered in the State of Florida and must be an appraiser who has no less than 10 years' experience in commercial leasing transactions in the area. Any appraisal required or permitted by the terms of this lease shall be conducted in a manner consistent with sound appraisal practice and in accordance with this paragraph. At closing, unless otherwise agreed upon by the parties hereto, Lessee and Lessor shall equally pay all costs and expenses incurred in connection with such appraisal. Within 10 days after appointment of the appraiser each party shall provide to the appraiser all customary information as may be requested by the appraiser, including, but not limited to, a complete history of operating costs and expenses for the Premises. The appraised value determined in accordance with this paragraph shall be final and binding upon Lessor and Lessee. The parties shall work together and coordinate efforts to obtain such appraiser's report in writing no later than 30 days following the date of Lessor's receipt of the Exercise Notice. The parties hereto acknowledge that the provisions to determine the Fair Market Value are fair and reasonable. For purposes herein, "Fair Market Value" means the appraised value of the Premises as of date of the Exercise Notice.

- (ii) With respect to the determination of the IDA's Gross Investment, Lessor agrees to credit a percentage of all rent payments made by Lessee under this lease (less any actual payments of ad valorem taxes and any property insurance obligations made by Lessor during the Term of the lease as of the date of the Exercise Notice) as of the date of Option Closing Date in accordance with the following:
 - A. Fifty percent (50%) of all rent payments paid by Lessee shall be applied from and after such time as Lessee creates, fills and maintains twelve (12) full-time jobs:

- B. Seventy-Five percent (75%) of all rent payments paid by Lessee shall be applied from and after such time as Lessee creates, fills and maintains sixteen (16) full-time jobs; and
- C. One Hundred percent (100%) of all rent payments paid by Lessee shall be applied from and after such time as Lessee creates, fills and maintains twenty-four (24) full-time jobs.

1.

2.

For every job created, filled, and maintained over twelve (12), Lessee shall be credited an additional 4.2% option purchase rent credit in recognition of the capital improvements to be made by Lessee in the Premises. The rent credit shall not exceed 100% in any circumstance. For example, if Lessee creates, fills, and maintains thirteen jobs at the Premises, Lessee shall be entitled to 54.2% of each rent payment as credit against option purchase price.

(e) Within 5 business days after the establishment of the Purchase Price, Lessor will provide a purchase and sale contract and Lessor and Lessee agree to negotiate in good faith and use commercially reasonable efforts to finalize and enter into a purchase and sale agreement to evidence the exercise of the Purchase Option. In addition, such contract for sale shall contain all reasonable standard provisions for contracts for similar sales. The consideration for this Purchase Option is One Dollar (\$1.00) at the execution of this agreement. Lessee's failure to remain in good standing (including making timely rent payments) under the lease shall terminate this option; provided, however, that if Lessee cures any such default, the option shall remain. Lessee may assign Lessee's rights under this Section to an Affiliate.

For all purposes of this lease, the term "Affiliate" means and includes any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Lessee. For purposes hereof, "control," including the terms "controlled by" and "under common control with" (and variations thereof), means (i) the

ownership of not less than fifty percent (50%) of the equity or other ownership interests of the entity in question or (ii) the possession, directly or indirectly, of the power to direct or control, or cause the direction or control of, the operations, management, or policies of the entity in question, whether through the ownership of voting securities, as trustee or executors, as general partner or managing member, by contract or otherwise. For the avoidance of doubt, Affiliate(s) of Lessee include, but are not limited to, members of Lessee, Affiliate(s) of members of Lessee, or Affiliate(s) of such Affiliate(s) of Lessee, whether currently in existence or formed hereafter.

Section XXII Attorneys' Fees and Costs

In connection with any litigation, including appellate or bankruptcy proceedings, arising out of the lease or any action brought for the enforcement of this lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section XXIII Governing Law; Venue

This lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding to enforce or interpret rights hereunder shall be Hardee County, Florida.

Section XXIV Binding Effect on Successors and Assigns

The covenants and agreements contained in this lease shall be binding on the parties to this lease and on their respective successors, heirs, executors, administrators, and assigns.

Section XXV Miscellaneous

This lease may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. Facsimile signatures and electronically-transmitted copies of signatures (e.g., in an Adobe PDF file) shall be deemed valid and binding to the same extent as the original. Captions used herein are for convenience only and do not limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. The use of the term "including" herein shall be construed as meaning "including, but not limited to". If any clause or

provisions of this lease is illegal, invalid or unenforceable, then it is the intention of the parties that the remainder of this lease shall not be affected thereby. This lease shall be effective only when it is signed by both the Lessor and Lessee. This lease and the exhibits and schedules attached hereto contain the entire agreement between the parties, and no agreement shall be effective to supplement, change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement is sought.

[SIGNATURE PAGES FOLLOW]

[LESSOR'S SIGNATURE PAGE TO COMMERCIAL LEASE]

N WITNESS WHEREOF, _	,
Chairman of HARDEE CO	UNTY INDUSTRIAL DEVELOPMENT
AUTHORITY, a public agency	organized under the laws of the State
of Florida, has hereunto set h	is hand and seal on this agreement as
LESSOR this day of	, 20XX.
	"LESSOR"
	HARDEE COUNTY INDUSTRIAL
	DEVELOPMENT AUTHORITY, a
	public agency organized under the
	laws of the State of Florida
By:	
3	Chairman
First Witness as to Lessor	
Second Witness as to Lesson	

[LESSEE'S SIGNATURE PAGE TO COMMERCIAL LEASE]

IN	WITNESS	WHEREOF,,
		_ of HARDEE FRESH I LLC as hereunto set his/her
hand	l and seal on thi	s agreement as LESSEE this day of,
20XX	Κ.	
		"LESSEE"
		HADDER EDECH LILC
		HARDEE FRESH I LLC
	By:	
	3	
First	Witness as to L	essee
<u></u>	1 117:4	Tours
oeco:	nd Witness as to	DLESSEE

Exhibit A

Memorandum of Lease



11:22 AM 06/09/17 Cash Basis

Hardee County Economic Development Balance Sheet

As of May 31, 2017

	May 31, 17
ASSETS Current Assets Checking/Savings Wauchula State Bank	13,437.94
Total Checking/Savings	13,437.94
Total Current Assets	13,437.94
TOTAL ASSETS	13,437.94
LIABILITIES & EQUITY Equity 3010 · Unrestrict (retained earnings) Net Income	87,064.84 -73,626.90
Total Equity	13,437.94
TOTAL LIABILITIES & EQUITY	13,437.94

Hardee County Industrial Development Authority Profit & Loss

May 2017

	May 17
Ordinary Income/Expense	-
Income	
337500 · EDA Proceeds Gen FD	52,520.69
361100 · Interest Income gen fd	30.72
361101 · Interest income Mosaic accts	786.85
362001 · Rental Income	15.252.70
369902 · Misc. Income Gen Fd	33.47
Total Income	68,624.43
Expense	
5193100 · Professional Fees Legal	3,930.00
519320 · Accounting and audit	1,202.10
519321 · Meeting Security	90.00
519322 · Travel	308.70
5193400 · Landscaping and Grounds	1,280.00
5194301 · Utilities	5,372.97
519450 · Insurance Expense	4,416.35
519460 · Repairs and Maintenance GF	3,889.70
5195206 · Grove Caretaking/Fertilizer	4,059.93
519840 · Grant expenses	1,431.95
519844 · Grant Expenses- Bees&Botanicals	0.00
6000 · Capital Outlay	28,171.42
Total Expense	54,153.12
Net Ordinary Income	14,471.31
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	44.78
Total Other Income	44.78
Net Other Income	44.78
Net Income	14,516.09

Hardee County Economic Development General Ledger As of May 31, 2017

Туре	Date	Num	Name	Memo	Original Amount	Balance
Wauchula S						47,984.16
Check Check	05/02/2017	3763	FI Revell	May 2017	-2,297.32	45,686.84
Check	05/02/2017 05/02/2017	3764 3765	Cardmember Service	#3114	-1,216.13	44,470.71
Check	05/02/2017	3766	Sandy Meeks Office Depot	April 2017	-60.00	44,410.71
Check	05/02/2017	3767	City of Wauchula	919813121001,919813287001, #120260005	-98.07	44,312.64
Check	05/02/2017	3768	Ullrich's Water Conditioning	#753460	-291.37	44,021.27
Check	05/02/2017	3769	William R Lambert	travel	-17.50 -145.52	44,003.77
Check	05/03/2017	debit	ADP	uavei		43,858.25
Deposit	05/04/2017	GCDIC	ADI	Deposit	-9,129.95 1,506.74	34,728.30
Check	05/05/2017	debit	ADP	Deposit	-20.00	36,235.04
Check	05/05/2017	debit	Avon Leasing		-255.73	36,215.04
Check	05/10/2017	3770	Kristi Schierling	reimbursement for passport fee	-110.00	35,959.31 35,849.31
Check	05/10/2017	3771	Rapid Systems	Inv# 371162	-168.09	35,681.22
Check	05/12/2017	debit	ADP	1114# 37 1 102	-93.07	35,588.15
Check	05/15/2017	debit	Florida Blue		-4,165.14	31,423.01
Deposit	05/17/2017	CODIC	Tionaa Biac	Deposit	1,000.00	32,423.01
Check	05/18/2017	debit	ADP	Beposit	-8,794.48	23,628.53
Check	05/19/2017	debit	ADP		-20.00	23,608.53
Check	05/22/2017	3772	Dex Imaging	Inv# AR2779192	-115.67	23,492.86
Check	05/22/2017	3773	Dillard Albritton	travel	-179.76	23,492.00
Check	05/22/2017	3774	Sarah Pelham	travel	-68.69	
Check	05/22/2017	3775	We Clean Windows	May 2017	-37.45	23,244.41
Check	05/22/2017	3776	Office Depot	#927749948001		23,206.96
Check	05/26/2017	debit	ADP	#321143340001	-115.21	23,091.75
Check	05/26/2017	debit	ADP		-90.91	23,000.84
Check	05/31/2017	10006	Ryan Durden		-9,094.48	13,906.36
Total Wauchu		10000	Nyan Durden		-468.42	13,437.94
						13,437.94
	nts receivable	70404	O			0.00
Payment	05/04/2017	76131	Community Redevelopment		-1,000.00	-1,000.00
Payment	05/04/2017	76131	Community Redevelopment		-1,000.00	0.00
Payment	05/04/2017		Hardee County Industrial D		-506.74	-506.74
Payment	05/04/2017		Hardee County Industrial D		-506.74	-48.04
Payment	05/04/2017	70004	Hardee County Industrial D		-506.74	0.00
Payment Payment	05/16/2017 05/16/2017	76231 76231	Community Redevelopment Community Redevelopment		-1,000.00 -1,000.00	-1,000.00 0.00
Total 1110 · A	ccounts receival	ble				0.00
1299 · Undep	osited Funds					0.00
Payment	05/04/2017	76131	Community Redevelopment		1,000.00	1,000.00
Pavment	05/04/2017		Hardee County Industrial D		506.74	1,506.74
Deposit	05/04/2017	76131	Community Redevelopment	Deposit	-1,000.00	506.74
Deposit	05/04/2017		Hardee County Industrial D	Deposit	-506.74	0.00
Payment	05/16/2017	76231	Community Redevelopment	Бороок	1,000.00	1,000.00
Deposit	05/17/2017	76231	Community Redevelopment	Deposit	-1,000.00	0.00
Total 1299 · U	ndeposited Fund	ds				0.00
	rict (retained ea	- ,)			-87,064.84 -87,064.84
Grants	·					-142,000.00
Total Grants						-142,000.00
Reimburseme	ents					-1,024.81
Invoice	05/04/2017	126	Hardee County Industrial D	Heartland Growers Supply	-458.70	-1,483.51
Invoice	05/04/2017	126	Hardee County Industrial D	Orchard Valley Supply	-48.04	-1,531.55
Total Reimburs	sements		,,	oronana vano, cappi,	10.01	-1,531.55
Rent						-6,000.00
Invoice	05/04/2017	125	Community Redevelopment	May 2017	-1,000.00	-7,000.00
Invoice	05/16/2017	124	Community Redevelopment	April 2017	-1,000.00	-8,000.00
Total Rent						-8,000.00
Transfer In - II	DA					-16,512.50

Hardee County Economic Development General Ledger As of May 31, 2017

Туре	Date	Num	Name	Memo	Original Amount	Balance
Total Transfer	In - IDA					-16,512.50
023-0 · Life/H∈ Check	ealth Insurance 05/15/2017	e debit	Florida Blue			29,155.98
			Florida blue		4,165.14	33,321.12
Total 023-0 · Li		ance				33,321.12
025-0 · Payroli Check	05/03/2017	فنطماه	ADD			128,324.60
Check	05/05/2017	debit debit	ADP ADP		9,129.95 20.00	137,454.55
Check	05/12/2017	debit	ADP		93.07	137,474.55 137,567.62
Check	05/18/2017	debit	ADP		8,794.48	146,362.10
Check	05/19/2017	debit	ADP		20.00	146,382.10
Check	05/26/2017	debit	ADP		90.91	146,473.01
Check Check	05/26/2017 05/31/2017	debit 10006	ADP Ryan Durden		9,094.48	155,567.49
Total 025-0 · Pa			Nyan Duiden		468.42	156,035.91
						156,035.91
031-0 · Profess Check	sional Service: 05/02/2017	s 3765	Sandy Meeks	A: 1 2047	20.00	6,657.78
Check	05/05/2017	debit	Avon Leasing	April 2017	60.00	6,717.78
Check	05/22/2017	3772	Dex Imaging	Inv# AR2779192	255.73 115.67	6,973.51 7,089.18
Check	05/22/2017	3775	We Clean Windows	May 2017	37.45	7,009.16
Total 031-0 · Pr	ofessional Sen	vices				7,126.63
040-0 · Travel						8,425.73
Check	05/02/2017	3764	Cardmember Service	Tampa parking garage	6.40	8,432.13
Check	05/02/2017	3769	William R Lambert	travel	145.52	8,577.65
Check	05/10/2017	3770	Kristi Schierling	reimbursement for passport fee	110.00	8,687.65
Check Check	05/22/2017 05/22/2017	3773 3774	Dillard Albritton Sarah Pelham	travel	179.76	8,867.41
Total 040-0 · Tr		3//4	Salan Felliani	travel	68.69	8,936.10 8,936.10
043-0 · Utilities Check	05/02/2017	3767	City of Wayabada	#40000005		3,082.21
Check	05/10/2017	3771	City of Wauchula Rapid Systems	#120260005 Inv# 371162	291.37	3,373.58
		0	Napia Gyotomia	1110# 37 1102	168.09	3,541.67
Total 043-0 · Ut						3,541.67
044-0 · Rentals	/Leases 05/02/2017	3763	FI Revell	May 2017	0.007.00	16,081.24
		0.00	TTTOVOIT	Way 2017	2,297.32	18,378.56
Total 044-0 · Re						18,378.56
045-0 · Insuran Total 045-0 · Ins						1,621.42 1,621.42
046-0 · Repairs Total 046-0 · Re						60.99 60.99
048-0 · Promoti Total 048-0 · Pro						16.00 16.00
051-0 · Office S	unnlies					
Check	05/02/2017	3764	Cardmember Service	stamps, amazon, walmart	341.21	1,786.59 2,127.80
Check	05/02/2017	3766	Office Depot	919813121001,919813287001	98.07	2,225.87
Check	05/22/2017	3776	Office Depot	#927749948001	115.21	2,341.08
Total 051-0 · Off	ice Supplies				-	2,341.08
052-0 · Operatin						131.72
Check	05/02/2017	3768	Ullrich's Water Conditioning	#753460	17.50	149.22
Total 052-0 - Op	erating Supplie	S				149.22
054-0 · Books, [8,325.88
Check	05/02/2017	3764	Cardmember Service	godaddy, Norton renewal, drop	363.82	8,689.70

Hardee County Economic Development General Ledger As of May 31, 2017

Туре	Date	Num	Name	Memo	Original Amount	Balance
Total 054-0 · E	Books, Dues, &	Subscriptio	ns			8,689.70
8500 · Misc ex 8510 · Inte Check	kpenses rest expense - 05/02/2017	general 3764	Cardmember Service	interest reversal by credit card	-2.04	947.85 0.00 -2.04
Total 8510	· Interest exper	nse - genera	al			-2.04
8570 · Adv Total 8570	ertising expensers Advertising ex	ses penses				60.68 60.68
8500 · Mise Check	05/02/2017	ther 3764	Cardmember Service	to be reimbursed by IDA	506.74	887.17 1,393.91
Total 8500	· Misc expenses	s - Other				1,393.91
Total 8500 · Mi	isc expenses					1,452.55
TAL						0.00

Hardee County Industrial Development Authority Balance Sheet

As of May 31, 2017

	May 31, 17
ASSETS	
Current Assets Checking/Savings 101004 · WSB Mosaic (SR) 101009 · WSB Sales (GF) 101011 · Mosaic Disbursement Acct (SR)	6,328,333.69 689,512.93 171.04
101012 · Incubator Account (GF)	38.30
Total Checking/Savings	7,018,055.96
Accounts Receivable 115001 · Accounts Receivable Rental Inc	16,239.28
Total Accounts Receivable	16,239.28
Other Current Assets 12000 · Undeposited Funds 133006 · Prepaid Insurance	-5,350.00 5,477.78
Total Other Current Assets	127.78
Total Current Assets	7,034,423.02
Fixed Assets Land Available for Sale 161908 · Orignal Purchase Hwy 62 Propert 161909 · Original Purchase Park Improvem 161910 · Terrell Property 161911 · Original Purchase less propsold 161912 · Contribution of Lot 13B/improv 161913 · Fair value writedown - FYE 2016	887,943.00 16,911.87 1,141,500.00 -811,468.54 90,621.74 -526,600.00
Total Land Available for Sale	798,908.07
Total Fixed Assets	798,908.07
Other Assets Due From Other Funds 140001 · Due from GF 240000 · Due to SR	830,462.14 -830,462.14
Total Due From Other Funds	0.00
Due From Other Governments 133001 · Due from EDA	375,130.23
Total Due From Other Governments	375,130.23
1330131 · Rapid Systems Note 1330132 · Allowance for Uncollectible Not	127,878.00 -127,878.00
Total Other Assets	375,130.23
TOTAL ASSETS	8,208,461.32
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 202000 · Accounts Payable	8,100.00
Total Accounts Pavable	8,100.00
Other Current Liabilities 220000 · Prepaid Rent 220004 · Sales Tax Payable	8,872.00 2,184.50
Total Other Current Liabilities	11,056.50
Total Current Liabilities	19,156.50

11:24 AM 06/09/17 Accrual Basis

Hardee County Industrial Development Authority Balance Sheet

As of May 31, 2017

	May 31, 17
Total Liabilities	19,156.50
Equity	
Fund Balance	
3000 · Nonspendable	798,908.07
3001 · Restriced for Economic Dev Proj	8,387,971,35
3002 · Assigned	37,171.00
3003 · Unassigned	-939,640.28
Total Fund Balance	8,284,410.14
Net Income	-95,105.32
Total Equity	8,189,304.82
OTAL LIABILITIES & EQUITY	8,208,461.32

Hardee County Economic Development Profit & Loss

May 2017

	May 17
Ordinary Income/Expense	
Income	
Reimbursements	506.74
Rent	2,000.00
Total Income	2,506.74
Expense	
023-0 · Life/Health Insurance	4,165.14
025-0 · Payroll Expenses	27,711.31
031-0 Professional Services	468.85
040-0 · Travel	510.37
043-0 · Utilities	459.46
044-0 · Rentals/Leases	2,297.32
051-0 · Office Supplies	554.49
052-0 · Operating Supplies	17.50
054-0 · Books, Dues, & Subscriptions	363.82
8500 · Misc expenses	
8510 · Interest expense - general	-2.04
8500 · Misc expenses - Other	506.74
Total 8500 · Misc expenses	504.70
Total Expense	37,052.96
Net Ordinary Income	-34,546.22
t Income	-34,546.22

Hardee County Industrial Development Authority General Ledger As of May 31, 2017

Туре	Date	Num	Name	Memo	Amount	Balance
101004 · WSB Mos						5,864,165.06
Check	05/03/2017	1224	Hardee County IDA	transfer for e	-9,600.00	5,854,565.06
Check	05/03/2017	1225	City of Wauchula	deposit and a	-125.00	5,854,440.06
Check	05/10/2017	1226	Hardee County IDA	VOID: transfe	0.00	5,854,440.06
Check	05/10/2017	2350	Hardee County IDA	repayment of	500,000.00	6,354,440.06
Check	05/10/2017	1227	Hardee County IDA	transfer for e	-26,405.00	6,328,035.06
Check	05/11/2017	1228	Hardee County Buil	Command C	-488.22	6,327,546.84
Deposit	05/31/2017		·	Deposit	786.85	6,328,333.69
Total 101004 · WSE	3 Mosaic (SR)				464,168.63	6,328,333.69
101009 · WSB Sale						1,015,706.42
Check	05/03/2017	2343	William Lambert	travel	-308.70	1,015,397.72
Check	05/03/2017	2344	PRECO	#111163002,	-450.71	1,014,947.01
Check	05/03/2017	2345	Ullrich's Pitcher Pump	Inv# 98738	-3,889.70	1,011,057.31
Check	05/03/2017	2346	City of Wauchula	#130519000	-301.68	1,010,755.63
Check	05/03/2017	2347	Kenneth Evers PA	Inv# 10989	-1,095.00	1,009,660.63
Check	05/03/2017	2348	Century Link	#430282943	-127.39	1,009,533.24
Check	05/03/2017	2349	Bees & Botanicals,	VOID: reimbu	121100	1,009,533.24
Deposit	05/04/2017			Deposit	535.00	1,010,068.24
Deposit	05/05/2017			Deposit	124.84	1,010,193.08
Deposit	05/05/2017			Deposit	10.700.00	
Check	05/10/2017	2350	Hardee County IDA	repayment of		1,020,893.08
Check	05/10/2017	2351	Redding Lawn & La		-500,000.00	520,893.08
Check	05/10/2017	2352	Kenneth Evers PA	Inv# 4605	-1,100.00	519,793.08
Check				inv# 10995	-1,680.00	518,113.08
Check	05/10/2017	2353	Brian LaFlam	5/9/17 meeting	-90.00	518,023.08
	05/10/2017	2354	Hardee County Dis	Inv# U35680	-317.63	517,705.45
Deposit	05/10/2017			Deposit	12,727.75	530,433.20
Check	05/12/2017	2355	Hardee County Buil	VOID: fire pe		530,433.20
Check	05/12/2017	2356	hardee County Fire	fire permit fe	-75.00	530,358.20
Deposit	05/15/2017			Deposit	11,295.20	541,653.40
Check	05/18/2017	Debit	Florida Dept. of Rev	Sales Tax PFM	-341.25	541,312.15
Check	05/18/2017	Debit	Florida Dept. of Rev	Sales Tax- In	-87.59	541,224.56
Check	05/18/2017	Debit	Florida Dept. of Rev	Sales Tax- T	-540.83	540,683.73
Check	05/18/2017	Debit	Florida Dept. of Rev	Sales Tax- V	-34.12	540,649.61
Check	05/18/2017	Debit	Florida Dept. of Rev	Sales Tax Ke	-742.04	539,907.57
Check	05/22/2017	2357	Kenneth Evers PA	Inv# 10999	-1,155.00	538,752.57
Check	05/22/2017	2358	PRECO	Inv# 1111630	-485.40	538,267.17
Check	05/22/2017	2359	PRECO	Inv# 1111630	-2,475,45	535,791.72
Check	05/22/2017	2360	Wicks, Brown, Willi	Inv# 75890	-1,202.10	534,589.62
Deposit	05/26/2017		,,,,,,,	Deposit	154,859.12	689,448.74
Deposit	05/26/2017			Deposit	33.47	689,482.21
Deposit	05/31/2017			Deposit	30.72	689,512.93
otal 101009 · WSB	Sales (GF)				-326,193.49	689,512.93
01011 · Mosaic Dis	sbursement Acct (83.22
Check	05/03/2017	1471	Intercoastal Builder	Wells job	-2,750.00	-2,666.78
Check	05/03/2017	1472	Hardee County Eco	Inv# 126	-506.74	-3,173.52
Check	05/03/2017	1473	Florida Fertilizer Co	Acct# 6213	-4,059.93	-7,233.45
Check	05/03/2017	1474	City of Wauchula	#140261002	-2,304.05	-9,537.50
Check	05/03/2017	1224	Hardee County IDA	transfer for e	9,600.00	62.50
Check	05/10/2017	1475	Williams Trucking C	inv# 10299	-3,114.72	-3,052.22
Check	05/10/2017	1476	S & S Irrigation	Inv# 46393	-233.70	-3,285.92
Check	05/10/2017	1477	Rapid Systems	Inv# 371161	-165.05	-3,450.97
Check	05/10/2017	1478	Gulf Coast Fencing	Inv# 022-17	-3,700.00	-7,150.97
Check	05/10/2017	1479	PRECO	#111163008		·
Check	05/10/2017	1480	Gator Heating and	Inv# 7916	-168.00	-7,318.97
Check	05/10/2017	1481	Redding Lawn & La		-15,400.00	-22,718.97
Check	05/10/2017	1482	_	Inv# 4606	-180.00 1 431.05	-22,898.97
			Marketing Alliance,	Inv# 21706	-1,431.95	-24,330.92
Check	05/10/2017	1226	Hardee County IDA Hardee County Buil	transfer for e	0.00	-24,330.92
		1.71 34 37	margee County Buil	MOBO permi	-1,903.04	-26,233.96
Check	05/10/2017	1483				
Check	05/10/2017	1227	Hardee County IDA	transfer for e	26,405.00	171.04
	05/10/2017 c Disbursement Acc	1227				

Туре	Date	Num	Name	Memo	Amount	Balance
115001 · Accounts Re	ceivable Renta	linc				28,480.88
invoice	05/01/2017	206	PFMan		5,350.00	33,830.88
Invoice	05/01/2017	207	Skills That Change		72.23	33,903.11
Invoice	05/01/2017	208	Southeast Steel		1,248.34	35,151.45
Payment	05/04/2017		Vesta Modular		-535.00	34,616.45
Payment	05/05/2017	8377	Innovation Pack &			
Payment	05/05/2017	1503	PFMan		-124.84	34,491.61
Payment					-5,350.00	29,141.61
	05/10/2017	3070	Keyplex		-11,633.53	17,508.08
Payment	05/15/2017	2026	Southeast Steel		-1,248.34	16,259.74
Payment	05/15/2017	4708	Caresync, Inc		-10,046.86	6,212.88
Invoice	05/22/2017	210	Caresync, Inc		10,026.40	16,239.28
Total 115001 · Account 133003 · Due from ED		ental Inc			-12,241.60	16,239.28
Total 133003 · Due fror						0.00 0.00
12000 · Undeposited F						0.00
Payment	05/04/2017		Vesta Modular		535.00	535.00
Deposit	05/04/2017		Vesta Modular	Deposit	-535.00	0.00
Payment	05/05/2017	8377	Innovation Pack &		124.84	124.84
Deposit	05/05/2017	8377	Innovation Pack &	Deposit	-124.84	0.00
Payment	05/05/2017	1503	PFMan	- opoo.t	5,350.00	5,350.00
Deposit	05/05/2017	1503	PFMan	Danast		
				Deposit	-5,350.00	0.00
Deposit	05/05/2017	1504	PFMan	Deposit	-5,350.00	-5,350.00
Payment	05/10/2017	3070	Keyplex		11,633.53	6,283.53
Deposit	05/10/2017	3070	Keyplex	Deposit	-11,633.53	-5,350.00
Payment	05/15/2017	2026	Southeast Steel	,	1,248.34	-4,101.66
Payment	05/15/2017	4708	Caresync, Inc		10,046,86	5,945.20
Deposit	05/15/2017	2026	Southeast Steel	Deposit	-1,248.34	4,696.86
Deposit	05/15/2017	4708	Caresync, Inc	Deposit	-10,046.86	-5,350.00
· Total 12000 · Undeposit				Doposit	-5,350.00	-5,350.00
I33006 ⋅ Prepaid Insur					0,000.00	
General Journal	05/31/2017	wbw2		To 01/2000	2 220 40	9,894.13
General Journal	05/31/2017	wbw2		To expense To expense	-3,306.16 -1,110.19	6,587.97 5,477.78
「otal 133006 · Prepaid i	nsurance			,	-4,416.35	5,477.78
and Available for Sale						·
161908 · Orignal Pu		Droport				798,908.07
Total 161908 · Orign	al Purchase Hw	y 62 Proper	t			887,943.00 887,943.00
161909 · Original P e Total 161909 · Origin			n			16,911.87 16,911.87
161910 · Terrell Pro Total 161910 · Terrel						1,141,500.00
						1,141,500.00
161911 · Original P Total 161911 · Origin	al Purchase les	opsola s propsold				-811,468.54 -811,468.54
161912 · Contribution Total 161912 · Contri	on of Lot 13B/ir ibution of Lot 13	n prov B/improv				90,621.74 90,621.74
161913 · Fair value Total 161913 · Fair va						-526,600.00 -526,600.00
	Sale					798,908.07
otal Land Available for						0.00
ue From Other Funds						1,330,462.14
ue From Other Funds 140001 · Due from G						
ue From Other Funds		2350	Hardee County IDA	repayment of	-500 000 00	830 462 14
)F	2350 2355	Hardee County IDA Hardee County Buil	repayment of VOID: fire pe	-500,000.00 0.00	830,462.14 830,462.14
ue From Other Funds 140001 · Due from G Check	05/10/2017 05/12/2017				•	
Pue From Other Funds 140001 · Due from G Check Check Total 140001 · Due fr	05/10/2017 05/12/2017				0.00	830,462.14 830,462.14
ue From Other Funds 140001 · Due from G Check Check	5F 05/10/2017 05/12/2017 om GF	2355	Hardee County Buil	VOID: fire pe	-500,000.00	830,462.14 830,462.14 -1,330,462.14
ue From Other Funds 140001 · Due from G Check Check Total 140001 · Due fr 240000 · Due to SR	05/10/2017 05/12/2017				0.00	830,462.14 830,462.14

Туре	Date	Num	Name	Memo	Amount	Balance
Check Check	05/12/2017 05/12/2017	2356 2356	hardee County Fire hardee County Fire		-75.00 75.00	-830,537.14 -830,462.14
Total 240000 · Due t	to SR				500,000.00	-830,462.14
Total Due From Other F	unds				0.00	0.00
Due From Other Gover 133001 · Due from I General Journal Deposit Deposit Deposit Deposit Deposit		wbw2 567 566 565 564 563		Record inc c Incubator yea Will Duke dra Incubator yea Incubator yea Incubator yea	52,520.69 -478.14 -115,891.71 -3,103.65 -29,173.26 -6,212.36	477,468.66 477,468.66 529,989.35 529,511.21 413,619.50 410,515.85 381,342.59 375,130.23
Total 133001 Due f	•				-102,338.43	375,130.23
Total Due From Other G					-102,338.43	375,130.23
1330131 · Rapid Syster					-102,330.43	
Total 1330131 · Rapid S	ystems Note					127,878.00 127,878.00
1330132 · Allowance fo Total 1330132 · Allowan	or Uncollectible ce for Uncollect	Not ible Not				-127,878.00 -127,878.00
202000 · Accounts Paya Total 202000 · Accounts						-8,100.00 -8,100.00
220000 · Prepaid Rent Total 220000 · Prepaid F	Rent					-8,872.00 -8,872.00
220004 · Sales Tax Pay						-2,984.01
Invoice Invoice Invoice Invoice Check Check Check Check Check Invoice	05/01/2017 05/01/2017 05/01/2017 05/18/2017 05/18/2017 05/18/2017 05/18/2017 05/18/2017 05/18/2017	206 207 208 Debit Debit Debit Debit Debit 210	PFMan Skills That Change Southeast Steel Florida Dept. of Rev Caresync, Inc	Sales Tax PFM Sales Tax- In Sales Tax Te Sales Tax Ve Sales Tax Ke	-350.00 -4.73 -81.67 350.00 89.84 554.70 35.00 761.07 -554.70	-3,334.01 -3,338.74 -3,420.41 -3,070.41 -2,980.57 -2,425.87 -2,390.87 -1,629.80 -2,184.50
Total 220004 · Sales Tax	Payable			=	799.51	-2,184.50
Fund Balance 3000 · Nonspendabl Total 3000 · Nonspen						-8,284,410.14 -798,908.07 -798,908.07
3001 · Restriced for Total 3001 · Restriced						-8,387,971.35 -8,387,971.35
3002 · Assigned Total 3002 · Assigned	I					-37,171.00 -37,171.00
3003 · Unassigned Total 3003 · Unassign	ed					939,640.28 939,640.28
otal Fund Balance				_		-8,284,410.14
2000 · Unrestricted Net otal 32000 · Unrestricted						0.00 0.00
37500 · EDA Proceeds General Journal	Gen FD 05/11/2017	wbw2		Record inc c	-52,520.69	-1,687,427.35 -1,739,948.04
otal 337500 · EDA Proce	eds Gen FD			_	-52,520.69	-1,739,948.04
						•

Туре	Date	Num	Name	Memo	Amount	Balance
Total 361100 · Interes	t Income gen fd				-30.72	-139.98
361101 · Interest inco		ts				-5,632.45
Deposit	05/31/2017			Deposit	-786.85	-6,419.30
Total 361101 · Interes	t income Mosaic	accts			-786.85	-6,419.30
362001 · Rental Incor	ne					-235,336.42
Invoice	05/01/2017	206	PFMan	May 2017	-5,000.00	-240,336.42
Invoice	05/01/2017	207	Skills That Change	May 2017	-67.50	-240,403.92
Invoice	05/01/2017	208	Southeast Steel	May 2017	-1,166.67	-241,570.59
Deposit	05/10/2017	1246		April 2017	-1,094.22	-242,664.81
Invoice	05/22/2017	210	Caresync, Inc	May 2017	-7,924.31	-250,589.12
Total 362001 · Rental	income				-15,252.70	-250,589.12
369902 · Misc. Incom	e Gen Fd					-1.043.50
Deposit	05/26/2017		Don Chancey	records requ	-33.47	-1,076.97
Total 369902 · Misc. In	come Gen Fd				-33.47	-1,076.97
5193100 · Professiona	al Fees Legal					22,485.00
Check	05/03/2017	2347	Kenneth Evers PA	Inv# 10989	1,095.00	23,580.00
Check	05/10/2017	2352	Kenneth Evers PA	Inv# 10995	1,680.00	25,260.00
Check	05/22/2017	2357	Kenneth Evers PA	Inv# 10999	1,155.00	26,415.00
Total 5193100 · Profes	sional Fees Lega	al			3,930.00	26,415.00
519320 · Accounting a	and audit					58,456.18
Check	05/22/2017	2360	Wicks, Brown, Willi	Inv# 75890	1,202.10	59,658.28
Total 519320 · Account	ting and audit				1,202.10	59,658.28
519321 · Meeting Sec	urity					675.00
Check	05/10/2017	2353	Brian LaFlam	5/9/17 meeting	90.00	765.00
Total 519321 · Meeting	Security				90.00	765.00
519322 · Travel						1,471.30
Check	05/03/2017	2343	William Lambert	travel	308.70	1,780.00
Total 519322 · Travel					308.70	1,780.00
5193400 · Landscapin	g and Grounds					11,808.15
Check	05/10/2017	1481	Redding Lawn & La	Inv# 4606	180.00	11,988.15
Check	05/10/2017	2351	Redding Lawn & La	Inv# 4605	1,100.00	13,088.15
Total 5193400 · Landso	aping and Groun	nds			1,280.00	13,088.15
5194301 · Utilities						40,534.90
Check	05/03/2017	1474	City of Wauchula	#140261002	2,304.05	42,838.95
Check	05/03/2017	2344	PRECO	#111163002,	450.71	43,289.66
Check	05/03/2017	2346	City of Wauchula	#130519000	301.68	43,591.34
Check	05/03/2017	2348	Century Link	#430282943	127.39	43,718.73
Check	05/03/2017	1225	City of Wauchula	deposit and a	125.00	43,843.73
Check	05/10/2017	1477	Rapid Systems	Inv# 371161	165.05	44,008.78
Check	05/10/2017	1479	PRECO	#111163008	168.00	44,176.78
Check	05/10/2017	2354	Hardee County Dis	Inv# U35680	317.63	44,494.41
Check	05/22/2017	2358	PRECO	Inv# 1111630	485.40	44,979.81
Check	05/22/2017	2359	PRECO	#111163001	2,475.45	47,455.26
Invoice	05/22/2017	210	Caresync, Inc	City of Wauc	-150.84	47,304.42
Invoice	05/22/2017	210	Caresync, Inc	Hardee Coun	-158.82	47,145.60
Invoice	05/22/2017	210	Caresync, Inc	PRECO	-1,237.73	45,907.87
Total 5194301 · Utilities					5,372.97	45,907.87
519450 · Insurance Ex						91,642.88
General Journal	05/31/2017	wbw2		To expense	3,306.16	94,949.04
General Journal	05/31/2017	wbw2		To expense	1,110.19	96,059.23
Total 519450 · Insuranc	e Expense				4,416.35	96,059.23

Check	Туре	Date	Num	Name	Memo	Amount	Balance
5194601 Repairs and Maintenance				Ullrich's Pitcher Pump	Inv# 98738	3,889.70	21,319 25,209
Total 519480 - Advertising	Total 519460 · Repairs	and Maintenance	e GF			3,889.70	25,209
171 172 173 174			ce				6,871 6,871
176.985		ng					677 677
Signature Sign							178,983 178,983
Check							
175 175			1473	Florida Fertilizer Co	Acct# 6213	4,059.93	•
175 175	Total 5195206 · Grove C	Caretaking/Fertili:	zer			4,059.93	9.152
Check 05/10/2017 1482 Marketing Alliance, Inv# 21706 1,431.95 172,810	51954 · Dues, Subscrip	otions, Members	ship			·	175 175
128,991			1482	Marketing Alliance,	Inv# 21706	1,431.95	
128,991	Total 519840 · Grant exp	enses		•		1.431.95	
128,991 128,						·	4,478
Check 05/03/2017 2349 Bees & Botanicals, reimburseme 0.00 23,278	Total 519843 · Grant exp	ense- Stream 2	Sea				128,991
1,253,625 Check				Bees & Botanicals,	reimburseme	0.00	•
Check 05/03/2017 1471 Intercoastal Builder Wells job 2,750.00 1,256,375 Check 05/03/2017 1472 Hardee County Eco Foliable State	Total 519844 · Grant Exp	enses- Bees&B	otanicals			0.00	23,278
Check 05/03/2017 1472 Hardee County Eco reimburseme 506.74 1,256,882 Check 05/10/2017 1475 Williams Trucking C Inv# 10299 3,114.72 1,259,997 Check 05/10/2017 1476 S & S Irrigation Inv# 46393 233.70 1,260,230 Check 05/10/2017 1478 Gulf Coast Fencing Inv# 022-17 3,700.00 1,263,930 Check 05/10/2017 1480 Gator Heating and Inv# 022-17 3,700.00 1,263,930 Check 05/10/2017 1480 Gator Heating and Inv# 7916- n 15,400.00 1,279,330 Check 05/10/2017 1483 Hardee County Buil MOBO permi 1,903.04 1,281,233 Check 05/11/2017 1228 Hardee County Buil Grommand C 488.22 1,281,722 Check 05/12/2017 2355 Hardee County Buil Fire permit for 0.00 1,281,722 Check 05/12/2017 2356 hardee County Fire fire permit for 75.00 1,281,797. Fotal 6000 · Capital Outlay 28,171.42 1,281,797. Fotal 6000 · Capital Outlay 28,171.42 1,281,797. Fotal 6001 · Transfer to EDC 16,512. Sales Tax Collection Allowance Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax PFM -8.75 -193. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax Te2.25 -195. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax Te13.87 -209. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax Ver19.03 -229. Florida Sales Tax Collection Allowance -19.05	6000 · Capital Outlay						1,253,625
Check 05/10/2017 1475 Williams Trucking C Inv# 10299 3,114.72 1,259,997 Check 05/10/2017 1476 S & S Irrigation Inv# 46393 233.70 1,260,230 Check 05/10/2017 1478 Gulf Coast Fencing Inv# 46393 233.70 1,260,230 Check 05/10/2017 1480 Gator Heating and Inv# 022-17 3,700.00 1,263,930 Check 05/10/2017 1483 Hardee County Buil Inv# 7916- n 15,400.00 1,279,330 Check 05/11/2017 1228 Hardee County Buil MOBO permi 1,903.04 1,281,233 Check 05/11/2017 1228 Hardee County Buil Command C 488.22 1,281,722. Check 05/12/2017 2355 Hardee County Buil fire permit for 0.00 1,281,797. Cotal 6000 · Capital Outlay Cotal 6001 · Transfer to EDC Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax PFM -8.75 -193. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In2.25 -195. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In2.25 -195. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In2.25 -195. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In2.25 -195. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In2.25 -195. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In2.25 -195. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In2.25 -195. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In13.87 -209. Check 05/18/2017 Debit Florida Dept. of Rev Sales Tax - In19.03 -229. Cotal Sales Tax Collection Allowance -19.03 -229. Cotal Sales Tax Expense -559.					Wells job	2,750.00	
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06/09/17 Accrual Basis

Hardee County Industrial Development Authority Profit & Loss by Class May 2017

	Ordinary Income/Expense Income 337500 · EDA Proceeds Gen FD 361100 · Interest Income gen fd 361101 · Interest income Mosaic accts 362001 · Rental Income 369902 · Misc. Income Gen Fd	Total Income	Expense 5193100 · Professional Fees Legal 519320 · Accounting and audit 519321 · Meeting Security 519322 · Travel 5193400 · Landscaping and Grounds 5194301 · Utilities 519450 · Insurance Expense 519460 · Repairs and Maintenance GF 5195206 · Grove Caretaking/Fertilizer 519540 · Grant expenses 519844 · Grant Expenses 60000 · Capital Outlay	Total Expense	Net Ordinary Income	Other Income/Expense Other Income Sales Tax Collection Allowance	Total Other Income	Net Other Income	Net Income
incubator- Capital Improvements (General Fund)	52,520.69 0.00 0.00 0.00 0.00	52,520.69	00.0 00.0 00.0 00.0 00.0 00.0 00.0	0.00	52,520.69	0.00	0.00	0.00	52,520.69
Administrative (General Fund)	0.00	0:00	3,930.00 1,202.10 0.00 0.00 0.00 0.00 0.00 0.00 0.0	5.132.10	-5,132.10	0.00	0.00	0.00	-5,132.10
Incubator Year 3 (General Fund)	00.0	0.00	000000000000000000000000000000000000000	8.5	000		00:0	0.00	0.00

Accrual Basis

Accrual Basis

	Ordinary Income/Expense Income 337500 · EDA Proceeds Gen FD 361100 · Interest Income gen fd 361101 · Interest income Mosaic accts 362001 · Rental Income 369902 · Misc. Income Gen Fd	Total Income	Expense 5193100 · Professional Fees Legal 519320 · Accounting and audit 519321 · Meeting Security 519322 · Travel 5193400 · Landscaping and Grounds 5194301 · Utilities 519450 · Insurance Expense 519460 · Repairs and Maintenance GF 5195206 · Grove Caretaking/Fertilizer 519840 · Grant expenses 519840 · Grant Expenses 6000 · Capital Outlay	Total Expense	Net Ordinary Income	Other Income/Expense Other Income Sales Tax Collection Allowance	Total Other Income	Net Other Income	Net Income
Spec Building 6 (Florikan) (General Fund)	0.00	0.00	0.00 0.00 0.00 3,306.16 0.00 0.00 0.00 0.00	3,306.16	-3,306.16	0.00	0.00	0.00	-3,306.16
Spec Buildings 1 & 3 (Keyplex) (General Fund)	00.0	0:00	000000000000000000000000000000000000000	0.00	0.00	19.03	19.03	19.03	19.03
General Fund - Other	0.00 30.72 0.00 0.00	64 19	0.00 90.00 308.70 0.00 0.00 0.00 0.00 0.00 0.00	0.00	334 51		00.0	0.00	-334.51

Accrual Basis

	Ordinary Income/Expense	337500 · EDA Proceeds Gen FD	361100 · Interest Income gen fd	362001 - Rental Income	369902 · Misc. Income Gen Fd	Total Income	Expense	5193100 · Professional Fees Legal	519320 - Accounting and audit 519321 - Meeting Security	519322 · Travel	5193400 · Landscaping and Grounds	5194301 · Utilities	519450 · Insurance Expense 519460 · Rebairs and Maintenance GF	5195206 · Grove Caretaking/Fertilizer	519840 · Grant expenses	519844 · Grant Expenses- Bees&Botanicals	6000 · Capital Outlay	Total Expense	Net Ordinary Income	Other Income/Expense Other Income	Sales Tax Collection Allowance	Total Other Income	Net Other Income	Net Income
Total General Fund		52,520.69	30.72	0.00	33.47	67,837.58		3,930.00	1,202.10	308.70	1,100.00	2,610.87	4,416.35	07.600,0	000	00:0	0.00	17,547.72	50,289.86		44.78	44.78	44.78	50,334.64
Command Ctr Addition (Special Revenue)		0.00	00.0	0.00	0.00	0.00		0.00	0.00	00:0	00:0	0.00	00.00	00.0	9000	00.0	488.22	488.22	-488.22		0.00	0.00	0:00	-488.22
Hidden Creek (Special Revenue)			00:0	0.00	00.0	000		0.00	00:00	0.00	00:0	00:0	00.00	0.00	0.00	00:0	3,114.72	3,114.72	-3.114.72		0.00	0.00	00.0	-3.114.72

Accrual Basis

IDA Marketing Program (Special Revenue) (Spo																
dS)	000000000000000000000000000000000000000	0.00	000	0.00	0.00	0.00	0.00	00.0	0.00	1,431.95	0.00	1,431.95	-1,431.95	0.00	0.00	0.00
Incubator (Special Revenue)	0.00	0.00	o o	0.00	0.00	0.00 180.00	2,594.10	00.0	00:00	0.00	0.00 21,850.00	24,624.10	-24,624.10	0.00	0.00	0.00
Project Olive (Special Revenue)	0.00	0.00	c	0.00	0.00	0.00	168.00	0.00	4.059.93	0.00	0.00 740.44	4,968.37	-4,968.37	00'0	0:00	0.00

06/09/17 Accrual Basis

11:25 AM

	Ordinary Income/Expense Income 337500 · EDA Proceeds Gen FD 361100 · Interest Income gen fd 361101 · Interest income Mosaic accts 362001 · Rental Income 369902 · Misc. Income Gen Fd	Total Income	pense 5193100 · Professional Fees Legal 519320 · Accounting and audit 519321 · Meeting Security 519322 · Travel	5193400 · Utilities	519450 · Insurance Expense 519460 · Repairs and Maintenance GF 5195206 · Grove Caretaking/Fertilizer	519840 · Grant expenses 519844 · Grant Expenses- Bees&Botanicals 6000 · Capital Outlav	Total Expense	Net Ordinary Income	Other Income/Expense Other Income Sales Tax Collection Allowance	Total Other Income	Net Other Income	
Spec Building 7 (MOBO) (Special Revenue)	0.00 0.00 0.00 0.00	00.0	0000	0.00	000	0.00	1,978.04	-1,978.04	0.00	00.0	00.00	-1,978.04
Special Revenue - Other (Special Revenue)	0.00 0.00 786.85 0.00	786.85	0.00	0.00	0.00	0.00	00:0	786.85	0.00	0.00	0.00	786.85
Total Special Revenue	0.00 0.00 786.85 0.00	786.85	0.00	0.00 180.00 2.762.10	0.00 0.00	1,431.95 0.00 0.00	36,605.40	-35,818.55	000	0.00	0.00	-35,818.55

06/09/17 Accrual Basis

11:25 AM

	TOTAL
Ordinary Income/Expense Income	
337500 · EDA Proceeds Gen FD	52.520.69
361100 · Interest Income gen fd	30.72
361101 · Interest income Mosaic accts	786.85
362001 · Rental Income	15,252.70
369902 · Misc. Income Gen Fd	33.47
Total Income	68,624.43
Expense	
5193100 · Professional Fees Legal	3.930.00
519320 · Accounting and audit	1,202.10
519321 · Meeting Security	00.06
519322 · Travel	308.70
5193400 · Landscaping and Grounds	1,280.00
5194301 · Utilities	5,372.97
519450 · Insurance Expense	4,416.35
519460 · Repairs and Maintenance GF	3,889.70
5195206 · Grove Caretaking/Fertilizer	4,059.93
519840 · Grant expenses	1,431.95
519844 · Grant Expenses- Bees&Botanicals	0.00
6000 · Capital Outlay	28,171.42
Total Expense	54,153.12
Net Ordinary Income	14,471.31
Other Income/Expense Other Income Sales Tax Collection Allowance	44.78
Total Other Income	44.78
Net Other Income	44.78
Net Income	14,516.09

Hardee County Industrial Development Authority General Fund (Including EDA Grant Activity) - Budget Amendment June 13, 2017 For Fiscal Year October 1, 2016 through September 30, 2017

	Increase / (Decrease)		
Utilization of General Fund Balance Carry Forward			
Revenue Increases (Decrease):			
EDA Proceeds:			
Commerce Park Pretreatment Facility FYE 2017 Grant	\$	(300,000) (1)	
Total Fund Balance Carry Forward and Additional Revenues	\$	(300,000)	
Appropriations:			
Capital Outlay:	A	(200,000) (4)	
Commerce Park Pretreatment Facility FYE 2017 Grant	\$	(300,000) (1)	
Total Appropriations	\$	(300,000)	

(1) - Unappropriate capital outlay for the Commerce Park Pretreatment Facility.

Hardee County Industrial Development Authority

Mosaic Special Revenue Fund - Budget Amendment June 13th, 2017 For Fiscal Year October 1, 2016 through September 30, 2017

	Increase / (Decrease)		
Utilization and adjustment of Grant Fund Balance Carry forward - Mosaic Fund Allocation:			
Housing and/or "mixed use" property initiatives	\$	(450,000)	(1)
Hidden Creek		450,000	(1)
Commerce Park Pretreatment Facility		(250,000)	(2)
Florikan Expansion		(800,000)	(3)
Processing Plant		1,000,000	(4)
Spec Building 7		350,000	(5)
Total Fund Balance Carry forward adjustments for Mosaic Fund Allocations	\$	300,000	
Appropriations:			
Grant Expenditures:			
Housing and/or "mixed use" property initiatives	\$	(450,000)	(1)
Capital Outlay:			
Hidden Creek		450,000	(1)
Commerce Park Pretreatment Facility		(250,000)	(2)
Florikan Expansion		(800,000)	(3)
Processing Plant		1,000,000	(4)
Spec Building 7		350,000	(5)
Total Appropriations:	\$	300,000	

- (1) Appropriate capital outlay for Hidden Creek from the housing and/or "mixed use" property initiatives Mosaic fund allocation.
- (2) Unappropriate capital outlay for the Commerce Park Pretreatment Facility.
- (3) Unappropriate capital outlay for the Florikan Expansion.
- (4) Appropriate capital outlay for a Processing Plant.
- (5) Appropriate additional capital outlay for Spec Building 7.