



# AGENDA

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

Hardee County School Boardroom 230 South Florida Avenue, Wauchula, FL 33873 Regular Meeting

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4/13/2021 8:30 AM

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### BOARD MEMBERS

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Tommy Watkins, Chairman | Denise Grimsley, Vice-Chairman | Courtney Green | Calli Ward | Gene Davis | Justin Smith | Lee Mikell

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- Item 1. Call to Order
- Item 2. Approval of Agenda
- Item 3. Approval of Minutes
  - Item 3.1. March 2021 EDC/IDA Minutes
- Item 4. Agenda Items
  - Item 4.1. Hardee County Education Foundation- Sherry Albritton
  - Item 4.2. Kinbro, Inc- Lease Purchase Agreement for Techriver
  - Item 4.3. Innovar Structures- Lease Agreement for Incubator space
  - Item 4.4. EDA- Grant application for EDC admin funding
- Item 5. Project Updates
  - Item 5.1. Director's Report
- Item 6. Financial Report
  - Item 6.1. March 2021 EDC/IDA Financials
- 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 Street, Room 102, Wauchula, FL 33873 Regular Meeting

3/09/2021 8:30 AM

### BOARD MEMBERS

Tommy Watkins, Chairman | Denise Grimsley, Vice-Chairman | Courtney Green | Calli Ward | Gene Davis | Justin Smith | Lee Mikell

#### 1. Call to Order

Attendee Name	Title	Status	Arrived
Tommy Watkins	Chairman	Present	
Denise Grimsley	Vice-Chairman	Present	
Courtney Green	Board Member	Present	
Calli Ward	Board Member	Present	
Gene Davis	Board Member	Present	
Justin Smith	Board Member	Present	
Lee Mikell	Board Member	Present	
Bill Lambert	Economic Development Director	Present	
Kristi Schierling	Economic Development Office Manager	Present	
Sarah W Pelham	Economic Development Corrdinator	Present	

Visiting: Wade Sansbury, Bruce Stayer, Terry Atchley, Sharon Moye and Michael Kelly  
County Commissioners: Noey Flores and Sandy Meeks  
County Manager: Lawrence McNaul

#### 2. Approval of Agenda

Item 2.1. Motion to approve the agenda with the changes made.

The EDA grant award agreement and grant administration agreement need to be added to the agenda. This would be the new 4.2 and everything else would be moved down.

Denise Grimsley made a motion and was seconded by Courtney Green to approve the agenda with the change.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Denise Grimsley, Vice-Chairman
<b>SECONDER:</b>	Courtney Green, Board Member
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

### 3. Approval of Minutes

#### Item 3.1. February 2021 Minutes

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Calli Ward, Board Member
<b>SECONDER:</b>	Lee Mikell, Board Member
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

### 4. Agenda Items

#### Item 4.1. FYE 2020 Draft Financial Audit Presentation

Wade Sansbury with Mauldin & Jenkins was before the board today to present the financial audit for FYE 2020. We received an unmodified opinion. The audit went very well. There were no material weaknesses or significant weaknesses. The Management's Discussion and Analysis gives the highlights and overview of the financial statements. This begins on page 3. There was one adjustment that was deemed immaterial and passed on.

<b>RESULT:</b>	<b>RECEIVED [UNANIMOUS]</b>
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

## 2. Add-on Agenda Item - Feasibility Study

Sarah Pelham reminded the board that this was pulled off of last month's agenda. The EDA agreement is between the EDA and City of Wauchula, City of Bowling Green, Town of Zolfo Springs, and the Hardee BOCC for the Utilities Consolidation Project Attorney Shannon Nash created a grant administration agreement between the IDA and the City of Wauchula, City of Bowling Green, Town of Zolfo Springs, and the Hardee County BOCC. This agreement states that the IDA shall provide the funding and grant administration services for the project. All parties have signed the agreements. The Central Florida Regional Planning Council is assisting in the development of a RFP.

#### Item 4.2.1. Motion to receive and acknowledge the EDA Grant Award Agreement

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Calli Ward, Board Member
<b>SECONDER:</b>	Lee Mikell, Board Member
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

#### Item 4.2.2. 2nd Motion

Motion to approve and authorize the Chair to sign the grant administration agreement.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Calli Ward, Board Member
<b>SECONDER:</b>	Lee Mikell, Board Member
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

Item 4.3. USF Economic Impact Study- Professional Services Agreement

The scope of work was provided last month to the board. This month we have the agreement for professional services to engage them. Sarah Pelham provided more information on what the report is going to consist of. This is going to be an economic and fiscal impact analysis of the IDA's project between the years of 2016 through the end of 2020. Some of the things that they will be looking at is the direct and indirect revenues of the operations and the projects from the construction of the project as well as the operations, direct and indirect jobs, tax revenue, sales tax, property tax, utility revenue, any other taxes or fees the County benefited from. They will also look at the IDA's operating cost and incentive provided. Sarah will be gathering all of the information needed and give it to them to calculate. They will give a good in depth report of the incentives provided and the return on investment.

Shannon Nash noted that the agreement provided today still needs the public records language added. If the board decides to approve this today, it needs to be done so subject to legal review for the adding in of the language.

The cost is \$26,290.

Calli Ward made a motion and was seconded by Justin Smith to approve the agreement subject to legal review.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Calli Ward, Board Member
<b>SECONDER:</b>	Justin Smith, Board Member
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

Item 4.4. Techriver Proposal

A local company by the name of Kinbro is interested in the Techriver building. Kinbro is owned by Thomas Trevino. Director Lambert has offered a \$1.2million lease purchase. There are currently around 150 employees with 80-90 being Hardee County residents. Thomas will be operating Kinbro and his administrative duties of his other businesses out of this building. Director Lambert said that any employees hired from June 2020 to current will be counted as new employees. The lease will be with Kinbro.

The County will be finished giving vaccines by March 15 and will be completely out by March 22.

Director Lambert will move forward and continue working with Kinbro.

<b>RESULT:</b>	<b>CONTINUED [UNANIMOUS]</b>
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

Item 4.5. PR/Marketing Position Discussion

We do have a deficiency with communication with the public. We have been discussing some type of communication program. Director Lambert has not stopped talking to Krystin Chapman about her previous employment with us. She was with us for a couple of years and continues to do work with the community and other private companies. Krystin has continued to work with Main Street Wauchula. Her degree is in communications. Director Lambert would like to utilize her services to catch up on communications using social media, the Herald Advocate and our website. Director Lambert has a list of projects that she could begin to work on. He would like to hire her on a temporary basis until school is out. It would be done part time, possibly 15-20 hours a week. During this period, we will come up with a permanent position. Pay would be \$25/hour with no benefits. Discussion was had regarding also possibly hiring an actual firm to help with

marketing/communications. Chair Watkins believes we should hire this position and our office should start looking for a marketing firm to work with.

Calli Ward made a motion and was seconded by Lee Mikell to approve this position at \$25/hr through July 31.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Calli Ward, Board Member
<b>SECONDER:</b>	Lee Mikell, Board Member
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

5. Project Updates

Item 5.1. Director's Report

Director Lambert read through each item of his report.

6. Financial Report

Item 6.1. January 2021 IDA Financials

Lee Mikell made a motion and was seconded by Calli Ward to accept the IDA financials for January 2021.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Lee Mikell, Board Member
<b>SECONDER:</b>	Calli Ward, Board Member
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

Item 6.2. February 2021 EDC/IDA Financials

Courtney Green made a motion and was seconded by Lee Mikell to accept the February 2021 EDC and IDA financials.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Courtney Green, Board Member
<b>SECONDER:</b>	Lee Mikell, Board Member
<b>AYES:</b>	Watkins, Grimsley, Green, Ward, Davis, Smith, Mikell

7. Announcements/Other Business/Public Comments

Commissioner Noey Flores spoke.

Commissioner Sandy Meeks spoke

8. Adjournment

**COMMERCIAL LEASE BY AND BETWEEN  
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
AND KINBRO, INC. (WITH PURCHASE OPTION)**

**THIS LEASE AGREEMENT** is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate of the State of Florida (herein called "LANDLORD") and **KINBRO, INC.**, a Florida corporation (herein called "TENANT").

**W I T N E S S E T H :**

**WHEREAS**, LANDLORD is the owner of certain real property located at 1499 N US Highway 17, Wauchula, Hardee County, Florida; and,

**WHEREAS**, LANDLORD has agreed to lease the property to TENANT, subject to certain terms and conditions; and,

**WHEREAS**, TENANT wishes to lease said property from LANDLORD.

**NOW THEREFORE**, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

**1.     TERM.** The initial term of this Lease Agreement shall be for ten (10) years commencing on \_\_\_\_\_, 2021 ("Term Start Date") and ending on \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated as herein provided.

**2.     PROPERTY.** The property subject to this Agreement, commonly known as 1499 N US Highway 17, Wauchula, Hardee County, Florida, is more specifically described as:

Lots 1 & 2, Block B, McEwen Subdivision, in the Northeast ¼ 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 the right-of-way on the east side thereof

(herein called the "Premises"). The Premises include exclusive use and operation of a security (key-card) system and irrigation system at TENANT's sole expense and maintenance.

**3.     USE AND SUITABILITY.** The Premises are to be used by TENANT for the purpose of administrative offices and headquarters facility. TENANT will make no unlawful, improper, or offensive use of the Premises. TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the OWNER as to the suitability of the Premises for the TENANT's purposes.

**4.     RENT.** Beginning on the Term Start Date, TENANT shall pay rent to LANDLORD of \$6,000.00 per month. Rent shall be paid by TENANT to LANDLORD, together with any sales or use taxes thereon, in advance, on or before the first day of each month.

5. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

6. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

7. **EMERGENCY CONTACT.** TENANT shall provide OWNER with the name and telephone number of a contact person who shall be on call at all times to respond in case of emergency. In addition, TENANT shall ensure that OWNER has 24-hour access to the Premises for purposes of emergency, including key-card access, if applicable.

8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for an additional term of ten (10) years to commence at the expiration of the preceding term of this Lease (the "Renewal Term"). Said option shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than six (6) months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease. Unless otherwise explicitly stated herein, all terms and conditions hereunder shall remain in full force and effect during the Renewal Term.

9. **CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by OWNER. TENANT shall at all times keep and maintain an adequate number of operating, charged fire extinguishers in or on the Premises. TENANT will not permit the Premises to be occupied for any purpose deemed disreputable or deemed to be extra-hazardous on account of fire. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds OWNER harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

10. **TAXES.** TENANT shall pay all Florida sales or use taxes on this Lease or the lease payments. Failure to pay such charges when due shall be paid by TENANT to OWNER on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

11. **UTILITIES AND SERVICES.** OWNER will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if OWNER shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

12. **SIGNAGE.** All signage on the property must be approved by OWNER as to style, location, content, and construction before installation, which approval will not be unreasonably withheld.

13. **ASSIGNMENT / SUBLEASE.** TENANT shall not assign this Lease without the written consent of OWNER, which consent will not be unreasonably withheld. TENANT may sublet the Premises, provided such subletting shall be subject to the terms and conditions of this Lease and sublessor shall acknowledge and agree to the same in writing, and further provided that TENANT shall notify OWNER in writing of such subletting promptly. Such subletting shall not release TENANT from any of its obligations under this Lease.

14. **ALTERATIONS.** The TENANT shall make no material additions or alterations in or to the Premises without the written consent of OWNER. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse OWNER against possible mechanics', laborers' and materialmen's liens upon the Premises.

15. **MAINTENANCE AND REPAIRS.** TENANT shall be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including parking lot, lawn maintenance, landscaping, and irrigation system, in good order and repair. Notwithstanding the foregoing, during the Renewal Term, TENANT shall be solely responsible for all costs, expenses, and obligations of any kind for all maintenance, repairs, improvements, and replacements of and to the Premises of every kind and nature whatsoever, including all structural and major component parts of the Premises (i.e., HVAC system, plumbing, electrical, roof), and shall hold harmless OWNER from the same.

Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs to the reasonable satisfaction of OWNER within a reasonable period of time after receipt of written notice of need for such repair from OWNER, OWNER may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay OWNER'S costs for making such repairs, including OWNER'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. OWNER reserves the right to enter on the Premises at all reasonable times to make such repairs.

16. **LANDSCAPING.** TENANT shall be responsible for all mowing and landscape maintenance at the Premises, including upkeeping and replacing plants, shrubs, grass, and trees as necessary. Any substantial modification by TENANT of the landscaping in place as of the Initial Start Date shall be subject to prior approval of OWNER. All mechanical units and refuse receptacles shall be shielded from public view. TENANT shall maintain all sidewalks and paved surfaces free of debris and in good condition.

17. **NO LIENS CREATED.** TENANT has no power to incur any indebtedness giving a right



to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of OWNER and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon OWNER's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

**18. PLEDGE OF LEASEHOLD INTEREST.** TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. OWNER shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

**19. SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement of OWNER relative to the operation or maintenance of the Premises, the execution of which has been or may be required as a condition precedent to the receipt of or expenditure of funds for development.

**20. PRIORITY.** This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Hardee County Industrial Development Authority, and further subordinate to existing or future agreements between the OWNER and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Premises. The parties specifically understand and agree that some of the improvements to the Premises may be funded in whole or in part by grants from State and Federal Government. TENANT agrees to comply with all state and federal laws and the rules upon which the grants are conditioned.

**21. HOLD HARMLESS.** TENANT agrees to hold OWNER harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the OWNER's sole negligence. TENANT agrees to pay on behalf of OWNER, and to pay the cost of OWNER's legal defense, as may be selected by OWNER, for all claims described in this paragraph. Such payment on behalf of OWNER shall be in addition to any and all other legal remedies available to OWNER and shall not be considered to be OWNER's exclusive remedy.

**22. INSURANCE AND INDEMNITY.** TENANT will at its own expense and at all times during the term of this Lease Agreement, provide and maintain in effect for the Premises those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the

State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations. In addition, the policies shall: (i) Specifically recognize and insure the contractual liability assumed by TENANT under this Commercial Lease Agreement; (ii) Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to OWNER and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents; (iii) Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to OWNER except for non-payment of premium; (iv) Specifically waive insurers' rights of subrogation against OWNER; and (v) Specifically recognize that should TENANT's policies provide a limit of liability in excess of the amounts required below, OWNER shall have the right of the benefit to the full extent of the coverage available.

**A. PROPERTY/CONTENT COVERAGE.** TENANT shall procure and maintain for the term of this lease, at its expense, All Risk / Special Form insurance coverage for its personal property, including all contents, trade fixtures, machinery, equipment, furniture, furnishings, and TENANT's leasehold improvements.

**B. LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by OWNER, such insurance to afford minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. OWNER, Hardee County Industrial Development Authority, shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide OWNER with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**C. BUSINESS AUTO INSURANCE.** TENANT shall, at its own expense, maintain Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage for Bodily Injury and Property Damage.

**D. WORKERS' COMPENSATION.** TENANT shall have and maintain workers' compensation insurance as required by law.

**E. CERTIFICATE OF INSURANCE.** Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to OWNER evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to

OWNER annually at the address in the "Notices" clause of this Agreement.

**F. TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

**G. INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES.** TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse OWNER and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

**H. TENANT'S NEGLIGENCE.** If the Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or 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.

**I. INDEMNIFICATION.** TENANT shall indemnify OWNER and hold OWNER harmless for any and all liability, claims, damages, expenses (including attorneys' fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of OWNER.

**23. COMPLIANCE WITH ALL LAWS AND RESTRICTIONS.** TENANT hereby agrees to abide by all applicable local, state, and federal laws, statutes, regulations, and rules, including any and all ordinances, building codes, or covenants and restrictions governing the Premises.

**24. NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery, or facsimile addressed to:

*If to TENANT:*  
Kinbro, Inc.  
Attn: Thomas Trevino  
1499 N US Highway 17  
PO Box 1883  
Wauchula, Florida 33873

*If to OWNER:*  
Hardee County IDA  
Attn: Executive Director  
107 East Main Street  
PO Box 458  
Wauchula, Florida 33873

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for

notifying the other of any change in their address.

**25. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon expiration or termination of this Agreement, provided all monies due OWNER have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures, including irrigation system, shall not be considered personal property. TENANT shall repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the expiration or termination date of this Lease, OWNER reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

**26. ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, OWNER may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which OWNER would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, OWNER shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

**27. DEFAULT.** The occurrence of one or more of the following shall be an event of default by TENANT: **(a)** Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from OWNER to TENANT; **(b)** An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from OWNER to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period.; **(c)** Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing; **(d)** An assignment of TENANT's property for the benefit of creditors; **(e)** A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days; **(f)** TENANT's interest in the Premises or under this Lease is the subject of a taking

or levy under execution, attachment, or other process of law and the action is not cancelled or discharged within thirty (30) days after its occurrence; or (g) TENANT defaults under any other lease or agreement with OWNER.

**28. OWNER'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, OWNER may immediately or at any time thereafter do one or more of the following: (a) Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation; (b) Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to OWNER; (c) Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to OWNER as the same is due, becomes due, or accumulates; (d) Accelerate the rent to be paid over the entire term of this Lease and bring then or thereafter an action for said rent and all other amounts due and owing by TENANT to OWNER; (e) Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; (f) Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or (g) Exercise any combination of the above or any other remedy provided by law.

**29. NON-DISCRIMINATION.** TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (iii) In the event of a breach of any of the above nondiscrimination covenants, OWNER shall have the right to terminate the lease.

**30. ENVIRONMENTAL MATTERS.** TENANT covenants and agrees to discharge only domestic waste into the sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises

or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the OWNER harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or wastewater treatment facility. OWNER hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

**31. RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notification is pursuant to §404.056(5), Florida Statutes.

**32. STORM WATER POLLUTION PREVENTION PLAN.** TENANT agrees to abide by all rules and regulations established by OWNER or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

**33. OFAC LIST.** TENANT hereby represents, warrants and covenants to OWNER that neither TENANT nor any person or entity that directly or indirectly (i) controls TENANT or (ii) has an ownership interest in Tenant of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

**34. OPTION TO PURCHASE.**

**A.** OWNER hereby grants to TENANT the exclusive option to purchase the Premises on the terms and conditions set forth herein. TENANT may elect to purchase the Premises, including all improvements then-contained on the Premises, at any point during the term of the Lease Agreement (including any Renewal Term), provided TENANT is not in default under the Lease, by giving OWNER written notice thereof.

**B.** The purchase price for the Premises (including all improvements contained on the Premises), if the option is exercised, shall be equal to the lesser of: (i) the agreed-upon appraised value of the Premises as of the effective date of a sale and purchase agreement entered into by TENANT and OWNER for the TENANT's purchase of the Premises pursuant to the purchase option, or (ii) the sum of \$1,200,000.00 (the "Purchase Option Price").

**C.** OWNER agrees TENANT shall receive credit against the Purchase Option Price

based on the number of full-time employees in Hardee County, Florida employed by TENANT as reported for each quarter of a calendar year from the Term Start Date to the date of TENANT's notice of election of this purchase option, less the aggregate of amounts paid by OWNER on the Premises, including, but not limited to, real property taxes and insurance premiums, from the Term Start Date to the date of closing. A full-time employee is one who works a minimum of 35 hours per week.

**D.** The application of credit shall not be cumulative, and under no circumstance shall the total credit exceed more than one hundred percent (100%) of the rent payments made by TENANT. The proportional sliding scale for calculation of credit is as follows:

- For employing no less than 12 full-time employees in Hardee County in a quarterly period, a credit of fifty percent (50%) of timely payments of rent made in that period.
- For employing no less than 18 full-time employees in Hardee County in a quarterly period, a credit to seventy-five percent (75%) of timely payments of rent made in that period.
- For employing no less than 24 full-time employees in Hardee County in a quarterly period, a credit of one hundred percent (100%) of timely payments of rent made in that period.

**E.** Credit is contingent upon OWNER's receipt from TENANT of appropriate documentation evidencing job creation and retention. More specifically, TENANT shall provide OWNER with an affidavit stating the number of full-time employees in Hardee County, Florida for each quarter for which TENANT seeks credit, and shall append, in redacted format, applicable Florida Department of Revenue Employer's Quarterly Report (RT-6) returns and any other supporting documentation to such affidavit as OWNER may require ("FTE Certification").

**F.** The OWNER shall review TENANT's FTE Certification and shall calculate: (i) the sum of timely made payments of rent per quarter for which TENANT seeks credit, (ii) the applicable credit per quarter based on the sliding scale set forth above, (iii) the total sum of credits, (iv) total amounts paid by OWNER from the Term Start Date to the date of TENANT's notice of election of the purchase option, and (v) the total resulting financial incentive to apply as credit against the Purchase Option Price. Payments of rent made during quarters that TENANT fails to meet the minimum job creation and retention threshold shall not be eligible for credit and will be treated as direct payments of rent.

**G.** At such time as TENANT elects to purchase the Premises and leasehold improvements, TENANT shall give OWNER written notice thereof pursuant to the Notice provisions set forth in the Commercial Lease. OWNER shall, within forty-five (45) days after receipt of such notice and receipt of the FTE Certification from TENANT, provide a contract for sale at the Purchase Option Price with TENANT paying all closing costs and all (non-prorated) real estate taxes for the year of closing. In

addition, such contract for sale shall contain all reasonable standard provisions for contracts for similar sales. The consideration for this option is One Dollar (\$1.00) at the execution of this Commercial Lease.

**H.** TENANT's failure to remain in good standing (including making timely rent payments) under this Lease shall terminate this option; provided, however, that if TENANT cures any such default, the option shall remain. This option shall not survive the expiration or termination of this Lease. This purchase option is not assignable.

**35. ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including OWNER's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections subject to limitations set forth by s. 768.28, Florida Statutes.

**36. WAIVER OF BREACH.** Waiver by OWNER or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

**37. AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

**38. PROVISIONS OF LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

**39. JURISDICTION AND VENUE.** The parties understand and agree that this lease was negotiated, entered into, and is to be performed in Hardee County, Florida; venue is appropriate in the Circuit Court in and for Hardee County, Florida. All issues will be governed by Florida Law.

**40. SEVERABILITY.** It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

**41. ASSIGNS AND SUCCESSORS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties.

**42. TIME.** Time is of the essence of this agreement.

**43. MULTIPLES; RECORDING.** This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording of this Lease is strictly prohibited and shall be an event of default; a memorandum of lease executed by both parties shall be recorded at TENANT's expense.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals.



**KINBRO, INC.**, a Florida corporation

By: \_\_\_\_\_  
Thomas Trevino, President

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

ATTEST:  
\_\_\_\_\_

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

*(corporate seal)*

**HARDEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**, a body  
politic and corporate of the State of Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Chair

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

ATTEST:  
\_\_\_\_\_

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

COMMERCIAL LEASE AGREEMENT  
(INNOVATION PLACE)

THIS COMMERCIAL LEASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Hardee County Industrial Development Authority**, a dependent special district and body politic and corporate of the State of Florida (the "Landlord") and **Innovar Structures, LLC**, a Florida limited liability company (the "Tenant").

WHEREAS, Landlord is the owner of land and improvements, including a commercial building designated as "Innovation Place" located at 897 South 6<sup>th</sup> Avenue, Wauchula, Florida (the "Site");

WHEREAS, Landlord makes available for lease warehouse spaces known as Suite 2 and Suite 4 of Innovation Place as shown on a sketch attached hereto as Exhibit "A" (the "Leased Premises");

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord, upon the provisions set forth herein.

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

1. **TERM:** The Initial Term of this Lease shall begin on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ and continue for a period of one year, ending on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, unless sooner terminated or extended as provided herein. The Tenant shall have an option to renew this lease for an additional one-year period by providing written notice to Landlord at least sixty (60) days prior to the expiration of the Initial Term; Tenant's option shall be effective only if Tenant is not in default under this lease. The Initial Term along with any renewal period shall be referenced herein as the "Term". This lease agreement may be terminated by Landlord for any reason upon 30-day notice to Tenant.

2. **RENT:** The rent for the Leased Premises shall be **\$1,803.53 per month**, plus sales/use tax, due and payable by Tenant to Landlord on the first of every month. Rent payments shall be made to:

Hardee County Industrial Development Authority  
P. O. Box 458  
Wauchula, Florida 33873

The rent due for any renewal period shall be adjusted upward by three percent (3%). Rent is due on the first of the month and late after the fifth day.

3. **LATE PAYMENTS:** Rent payments remaining due and unpaid for a period of five (5) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

4. **WORTHLESS PAYMENTS:** Any rent payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

5. **USES:** The Leased Premises are to be used by Tenant for the sole purpose of manufacturing of light gauge steel components and galvanized ductwork. Tenant acknowledges having examined the Leased Premises thoroughly before entering into this lease and acknowledges the suitability of the Leased Premises for Tenant's proposed use. Tenant does not rely upon any representations by the Landlord or its agents as to the suitability of the Leased Premises for the Tenant's purposes. 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. Tenant shall make no unlawful, improper, or offensive use of the Leased Premises.

6. COMMON AREA MAINTENANCE: There is currently no common area maintenance charge imposed by Landlord. Should Landlord subsequently impose a uniform charge to maintain the common areas of Innovation Place, Tenant shall pay those charges attributable to the Leased Premises.

7. REPAIRS AND CLEANING: Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include 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. Landlord will be responsible for the maintenance of the Site and the grounds, at Landlord's expense. Tenant shall be responsible for cleaning of the Leased Premises, at Tenant's expense.

8. ALTERATIONS AND IMPROVEMENTS: Tenant shall make no material additions or alterations in or to the Leased Premises without the written consent of Landlord. Tenant shall be responsible for the cost of any additions or alterations made by Tenant, shall ensure such are made in a workmanlike manner with good quality materials, and shall protect and reimburse Landlord against possible mechanics', laborers' and materialmen's liens. Tenant may place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. Provided all monies due Landlord have been paid, Tenant shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Leased Premises, which removal shall be accomplished no later than the termination or natural expiration of this lease. Electrical and plumbing facilities, HVAC systems, and other permanently installed fixtures shall not be considered Tenant's personal property. Tenant shall repair any damage occasioned by reason of such removal or damage caused by Tenant's occupancy. In the event Tenant fails to remove its personal property or to repair any damage done to the Leased Premises, Landlord reserves the right to remove and store all such personal property left, at the risk and expense of Tenant, and to make repairs necessary to restore the Leased Premises, with the cost of such repairs to be paid by Tenant.

9. TAXES: Tenant shall pay all personal property taxes with respect to Tenant's personal property at the Leased Premises. Tenant is also responsible for and shall pay all Florida sales or use taxes on this Lease or the rent payments.

10. 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. Those payments will be administered by and paid to the Landlord. Tenant shall pay all utility charges prior to the due date. Tenant acknowledges that the Leased Premises is 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 discretion, overload the wiring or interfere with electrical services to other tenants.

11. SIGNS: Upon Landlord's written consent, Tenant may place on the Leased Premises, at locations selected by Tenant as approved by Landlord, any signs which are permitted by applicable zoning ordinances and private restrictions, if any. 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 resulting from the installation or removal of such signs. In the event Landowner installs a master sign showing the location of Landlord's tenants, Tenant will pay Tenant's prorata share of the cost of construction and maintenance of that sign, based on Tenant's leased area

12. 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.

13. PARKING: Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Site, 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.

14. INSURANCE AND INDEMNIFICATION:

A. Tenant shall, at its own expense and at all times during the Term of this lease, provide and maintain in effect for the Leased Premises those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the State of Florida. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit Tenant's defense and indemnity obligations. In addition, the policies shall: (i) Specifically recognize and insure the contractual liability assumed by Tenant under this lease agreement; (ii) Provide that Tenant's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents; (iii) Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to Landlord except for non-payment of premium; (iv) Specifically waive insurers' rights of subrogation against Landlord; and (v) Specifically recognize that should Tenant's policies provide a limit of liability in excess of the amounts required below, Landlord shall have the right of the benefit to the full extent of the coverage available.

1) Tenant shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Tenant's leasehold improvements.

2) Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph.

3) Tenant shall, at its expense, have and maintain workers' compensation insurance as required by law.

B. Upon execution of this lease agreement, Tenant shall furnish a Certificate of Insurance to Landlord evidencing the insurance required herein, written or translated in English. From thereon, Tenant will furnish a valid Certificate of Insurance to Landlord annually at the address in the "Notices" clause of this agreement.

C. Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Leased Premises that will a) invalidate or be in conflict with any insurance policies covering the Leased Premises, the Site, or any part thereof; or b) increase the rate of insurance on the Leased Premises, the Site, or any property located therein. If by reason of the failure of Tenant to comply with the provisions of this lease, the insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Landlord and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by Tenant.

D. TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL

LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

E. If the Leased Premises or any other part of the Site 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.

F. Tenant shall indemnify Landlord and hold Landlord harmless for any and all liability, claims, damages, expenses (including attorneys' fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Leased Premises by Tenant, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of Landlord.

15. **HOLD HARMLESS:** Tenant agrees to hold Landlord harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising out of this lease agreement unless such claims are a result of the Landlord's sole negligence. Tenant agrees to pay on behalf of Landlord, and to pay the cost of Landlord's legal defense, as may be selected by Landlord, for all claims described in this paragraph. Such payment on behalf of Landlord shall be in addition to any and all other legal remedies available to Landlord and shall not be considered to be Landlord's exclusive remedy.

16. **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 written 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 and reasonable 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 Term that the Leased Premises is inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rents 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 by Tenant.

17. **DEFAULT:** Failure of Tenant to make any payment required by this lease when due, where the failure continues for three (3) days after written Notice of Default from Landlord to Tenant, constitutes a default under this Lease. An initial failure of Tenant to comply with any obligation imposed upon Tenant by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from Landlord to Tenant constitutes a default under this lease; provided, however, that a subsequent failure of Tenant to comply with the same obligation shall be a default without any grace period.

A. The occurrence of one or more of the following shall also be an event of default by Tenant: (i) proceedings under the Bankruptcy Act for bankruptcy filed by or against Tenant or any guarantor of Tenant's performance hereunder and not dismissed within thirty (30) days after the filing; (ii) an assignment of Tenant's property for the benefit of creditors; (iii) a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days; (iv) Tenant's interest in the Leased Premises or under this Lease is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; or (v) Tenant defaults under any other lease or agreement with Landlord.

B. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may do one or more of the following: (i) Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation; (ii) Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD; (iii) Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates; (iv) Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD; (v) Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; (vi) Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or (vii) Exercise any combination of the above or any other remedy provided by law.

18. **NO LIENS:** Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Leased Premises. No third person shall be entitled to any lien against the Leased Premises, the Site, or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. Tenant is not the agent of Landlord and cannot confer upon a laborer upon the Leased Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Premises, a construction lien upon Landlord's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

19. **CONDEMNATION:** If any legally, constituted authority condemns the Site 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 rent 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.

20. **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 Site, and to any renewals, refinancing, and extensions thereof. This lease shall be subordinate to the provisions of any existing or future agreement of Landlord relative to the operation or maintenance of the Site.

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

*If to Landlord:*

Hardee County Industrial Development Authority  
Attn: Executive Director  
107 East Main Street, PO Box 458  
Wauchula, FL 33873

*If to Tenant:*

Innovar Structures, LLC  
Attn: Joseph E. Davis, Manager  
1835 Buccanneer Lane  
Sarasota, Florida 34231

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.

22. **RELOCATION:** Landlord shall have the right to relocate Tenant, at Landlord's expense, to a mutually agreeable location if the Leased Premises are needed by Landlord. Landlord shall give Tenant at least three (3) months notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Commercial Lease Agreement, executed by the parties.

23. SUBLEASE AND ASSIGNMENT: Tenant shall not sublease all or any part of the Leased Premises or assign this lease in whole or in part without Landlord's written consent, where such consent not to be unreasonably withheld or delayed.

24. NO BROKERS: Tenant represents that Tenant was not shown the Leased 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.

25. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is provided pursuant to § 404.056(8), Florida Statutes.

26. ENVIRONMENTAL MATTERS. Tenant covenants and agrees to discharge only domestic waste into Landlord's sewer system. Tenant will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or the Building from any source whatsoever, except for bio-medical (Red Bag), which will be properly handled and disposed of as required by law. Tenant further covenants to hold the Landlord harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from Tenant's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility.

27. WAIVER: The waiver by Landlord or Tenant of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

28. 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.

29. HEADINGS; INSERTIONS; SEVERABILITY: The headings used herein are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this lease. Each and every provision of law and clause required by law to be inserted in this document as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction. It is the intention of both of the parties hereto that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

30. SUCCESSORS: The provisions of this lease shall extend to and be binding upon and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors, and assigns.

31. COMPLIANCE WITH LAW: Tenant shall comply with all rules, laws, orders, ordinances and other public requirements now or hereafter relating to Tenant's performance under this agreement or Tenant's use of the Leased Premises.

32. ATTORNEYS' FEES & COSTS: Subject to the limitations of s. 768.28, Florida Statutes, in any action brought by either party for the interpretation or enforcement of the obligations of the other party

including Landlord's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

33. GOVERNING LAW; VENUE: This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Hardee County, Florida.

34. FINAL AGREEMENT: This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, and may be modified only by a further writing that is duly executed by both parties. This agreement may be executed in multiple copies, each copy of which shall be deemed an original.

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

**Landlord:**

**HARDEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: Thomas Watkins  
Its: Chairman

Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_

**Tenant:**

**INNOVAR STRUCTURES, LLC**

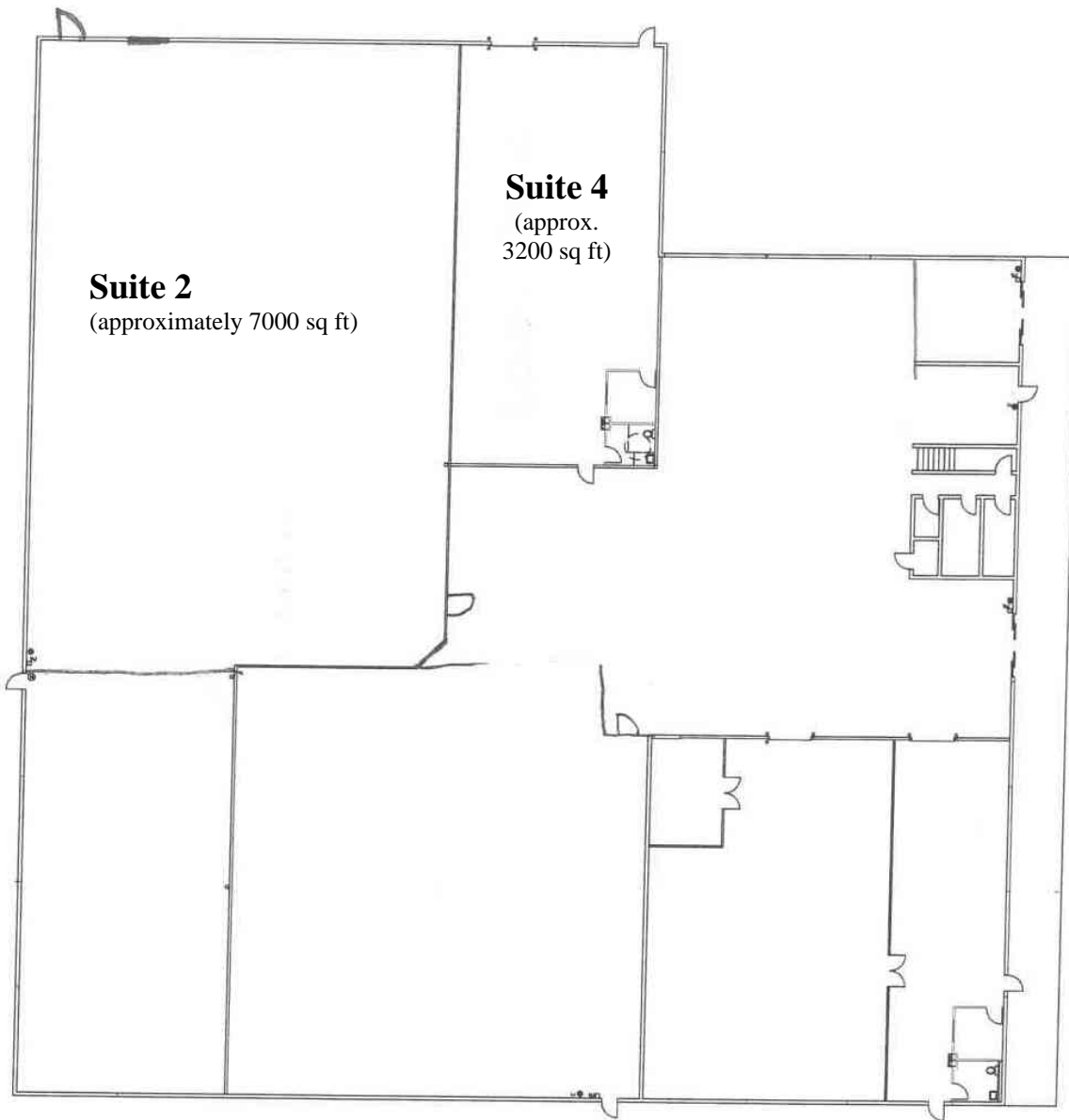
By: \_\_\_\_\_  
Name: Joseph E. Davis  
Its: Manager

Witness: \_\_\_\_\_  
Witness: \_\_\_\_\_



Exhibit "A" – Leased Premises

(Suites 2 & 4)



## April 2021 Director's report

(New comments are in italics)

We are certainly continuing to experience a robust economy with the potential for additional growth. In addition to the jobs that have been added in the last several years, Economic Development in Hardee County has never been faced with such promising opportunities for job creation!

However, the success of this economic cycle appears to rest solely on the Federal Reserve's ability to manipulate the US economy in ways in which it has never done before. Indications and actual occurrences of the FED include controlling interest rates, manipulating market prices and subsidizing companies on an unprecedented scale.

Much of what I have read indicates that we are no longer operating in a market-controlled capitalist economy. This "pandemic economy" is greatly influenced by the FED creating absurd amounts of money to buy and hold assets.

A recent article published by J.P. Morgan Wealth Management states:

"The Fed steadied the economy by setting interest rates near 0% and buying so many bonds in the open market that it now boasts a \$7.7 trillion balance sheet. The hope is that companies will hire more workers, but that's no longer how the economy works notes Columbia University professor and Nobel Prize-winning economist Joseph Stiglitz. Rather than hiring, companies buy back their stock and invest in technology to designed to replace workers."

Raising the minimum wage in Florida could also contribute to additional mechanization/robotizing of "entry-level" jobs, especially in manufacturing. The sad reality is that American manufacturing labor rates must compete with third world labor rates in order to be competitive in the global economy.

We certainly live in a changing world as it relates to job creation and employee responsibilities!

- **Solar project:** Sarah, Kristi and I were interviewed at the solar site in Ft. Green by a reporter from Reuters, International. The interview was also attended by and participated by representatives from Duke Energy. It was a positive atmosphere and Duke is certainly pleased with the project and site.

They intend to begin construction on June 15, 2021. The final footprint, however, will be reduced by up to 100 acres, which will reduce the IDA annual revenue by approximately \$50,000/year. Net revenue should remain at a beginning amount of \$350,000/year and increase by 2%/year for 30 years with a 20-year renewal option. We are still researching the need to obtain an "umbrella" insurance policy on the property in consort with legal counsel.

- **Hardee Fresh and Old hospital facility:** Hardee Fresh has commissioned the preparation of the as-built drawings and once completed we will prepare a final draft contract to present to the board for consideration. Hardee Fresh is “ready” to finalize the purchase or lease purchase.  
(From last month’s report) The hospital “gutting” is almost completed! We are currently negotiating with Hardee Fresh to create a set of “as-built” architectural drawings. In the event we cannot consummate a lease or purchase contract with them, we will assume the payment for the as-built drawings to attract additional tenants to the building. The cost is estimated at \$4-5000. We are in general agreement on the draft terms related to Hardee Fresh occupying the property in accordance with the discussion at the February IDA meeting.
- **Commerce Park:** Almost all the underground sewer and water infrastructure has been completed. Natural gas, fiber optic cable conduits, street lighting, road construction, final grading and sod are all that remain. So far the project has proceeded with minimal issue!
- **Olives, Pongamia, Pomegranates, hops and hemp:** We toured the farm with our legal team the last week of March (Bert Harris and Shannon Nash). Hopefully, the information gained from the tour will assist in final negotiations with the University of Florida.

The amount and variety of Olive bloom this spring was extremely encouraging. Several of the new cultivars from South America and Tunisia that were grafted on older rootstock bloomed nicely. Additionally, Chemlali, Koroneiki, Arbequina and Chiquitita all bloomed better than ever before and some at a level suitable for commercialization. We also had one of the seedling cultivars bloom this year and this tree will certainly be worth monitoring. Hopefully, some of the fruit will “set” and we can evaluate the quality and suitability of the fruit for production.

There are between 700 and 900 acres of Olives in Florida. Recently, while speaking at one of the local civic clubs, it appears interest in agricultural diversification away from citrus (as a monoculture) is being more warmly embraced!

(From last month’s report) Two different hemp interests remain extremely active in pursuing various options related to hemp cultivation and processing. I expect to have a presentation from a hemp extracting group by June of this year.

The Terviva Company continues to be excited and positive regarding Pongamia Pinnata and remains interested in a multi-use processing facility. They have had some exciting developments with their cultivars and the processing will be extremely compatible with hemp and olive processing. They now have almost 1000 acres planted in Florida, led by the former Evans Citrus interests.

**R. Riveter:** All engineering and design for the eastern quadrant of the 4-unit building has been completed. Plans will be submitted to the Hardee County building department very soon! Currently, consensus opinion is to save and refurbish the warehouse building to the immediate north of the 4-unit building along East Main Street.

The City of Wauchula has been contacted regarding water, sewer and electrical alterations including closing of the alleyway between the two structures. This does not affect the original parking lot design, but a large transmission line pole and guywire will necessitate some reworking of the parking lot conceptual design. Once the building plans are approved and we can get a better idea of the retrofit costs we will finalize a lease/purchase with R. Riveter. The State has not sent the grant award agreement yet so we cannot spend any money that we intend to use as a match until the contract with the State is finalized.

(From last month's report) The State has awarded the CRA a \$409,697 "matching" grant for the parking lot. We are working to determine the specifics on land conveyance from the IDA to the CRA with reservation of rights for usage by tenants or ensuing owners of the subject property. Shannon Nash is working with the City Attorney, Tom Cloud, regarding the legal agreements related to the parking lot grant.

**Toll Roads (M-CORES):** Please see latest news article from Tallahassee regarding the roads and remember our State elected representatives and lobbyists remain positive...  
<https://thecapitolist.com/bill-to-scale-back-controversial-toll-road-project-passes-senate/>

(From last month's report) Pre-session legislative committee meetings are occurring. The lobbyist remains positive, despite a bill being filed by a Democratic Senator to kill the project. More legislation is anticipated, both pro and con. We are quietly watching the evolution of the legislation. This was filed Friday, February 26:  
<https://static-s3.lobbytools.com/bills/2021/pdf/0100.pdf>

- **Hogan Street:** (From last month's report) According to Hunter Engineering: "file review is occurring, followed by final submittal to DOT!"
- **Carlton Street:** (From last month's report) Construction is moving along at a rapid pace. Street lighting remains a minor issue because it was not included in the original bid. We hope to have a solution/proposal for IDA board consideration soon! Recently, the 911 coordinator at the Sheriff's department had raised the issue that creating an East Carlton Street may cause all the addresses on Carlton Street to be changed to West Carlton Street. We are attempting to find a simple solution... All issues with this project have been resolved except for a couple of small engineering survey issues and one remaining permit modification from the Southwest Florida Water Management District. The extension will be called East Carlton Street!

- **H and P Trailer:** (From last month's report) The company continues to experience excellent sales at the retail outlet on US 17 North. We will continue discussions regarding a manufacturing facility, however, there has been no significant progress this month. Supply disruptions, Covid issues, poor weather, etc. at the plant in Iowa have complicated initiating production here in Florida. I have suggested they consider the Winn-Dixie building currently occupied by Innovar if we can successfully relocate Innovar (see Innovar further down in this report).
- **Pacer Marine:** We are ready to seek a construction permit but need to finalize the lease purchase contract with Pacer as it relates to the transfer of their property to the IDA. Once this is completed, we can proceed with the site development. The building design is complete, and all aspects are moving seamlessly with this project. If we can keep it on track the facility will be completed at the end of 2021!
- **Innovar Structures, LLC:** (From last month's report) **Innovar** is negotiating the purchase of Southeast Steel and will take over the lease at Innovation Place. A1 Safari Glass may request a portion of the space for custom window manufacturing within the Southeast Steel location. (Also, a retail service industry truck stop entity continues to research the property...)

The lease assumption by Innovar for the suites formerly occupied by Southeast Steel and Dealer's Choice is in the board packet for final approval by the IDA.

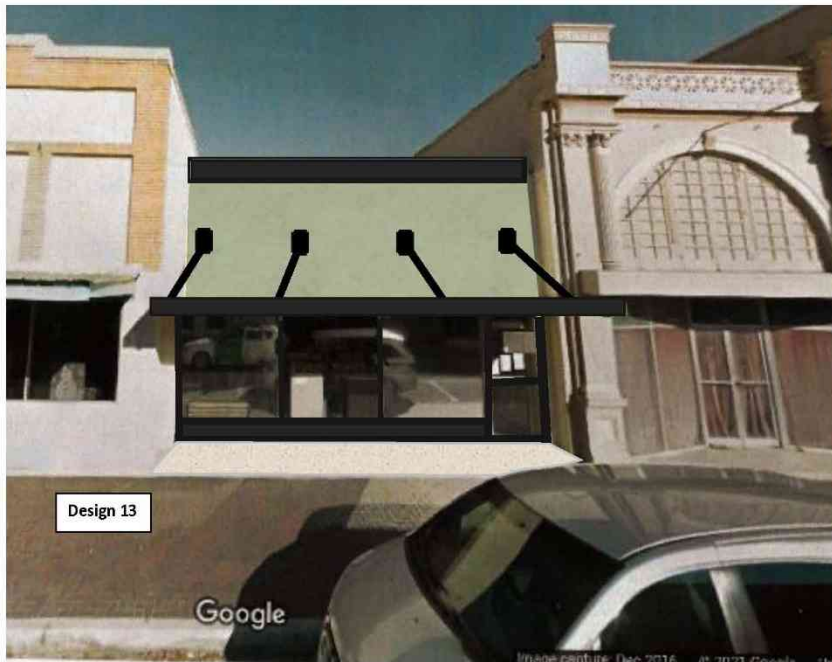
We continue to have "pressure" from the building department related to Innovar and the appearance along US 17. Recently, Innovar is seeking permission to enlarge manufacturing space through the construction of a 10,000 square foot building on the north side of the original structure. **I plan on making a recommendation to relocate them to the "commerce park expansion" once I can assimilate all the factors and points for the IDA to consider in making such a relocation possible.**

The relocation to the commerce park expansion property would go "a long way" in offsetting the job creation requirements related to the Department of Economic Opportunity grant. The company currently has 70 employees and continues to add additional workers. If relocation appears reasonable, there are still two additional "retailing" entities interested in the property.

They have several large projects around the State including a "Charter School" being constructed at the Sarasota Airport and an apartment complex facility in Pinellas County.

It would be a great site for H and P Trailer manufacturing, in the event they cannot negotiate a different location.

- **126 West Main (Utilitech):** The roof replacement has been completed and the final drawings have been completed for remodeling permits. We will go before the Wauchula Historic Preservation Board April 12 at 5 pm for their store front design approval. Formally, it is referred to a Certificate of Appropriateness!



- **Tech River:** Kinbro, Inc. has agreed to the lease language presented to the IDA board for approval at the April meeting. Additionally, Kinbro intends to pay annually for their lease/purchase obligation. All mechanical aspects of the building have been addressed and Kinbro will assume the lawn maintenance obligation with JLT Custom Works. The job creation contract will recognize all Hardee County jobs created since June of last year (29).
- **Old Ben Franklin property:** (From last month's report) Termites, unrealistic price...We are continuing to assimilate information regarding this property and its future potential. The owner is anxious to sell the property...
- **Hardee Nutritional:** After a 3-4 month "vacuum" the company appears to be back on track to obtain sufficient "Capital-X" to move forward with their algae production and processing. They also believe they can utilize a multi-product "contract processing" facility.

- **New company (Hippo Multipower):** (From last month's report) We have a new inquiry from a company that makes "land drones" for the military. This company is interested in relocating to Hardee County. We recently spent several hours with this company and they remain committed to relocating from the mid-west to Hardee County. At issue is whether they move to a temporary location or wait on a facility at the commerce park. Regardless, once the move is finalized, they intend to relocate their engineering to this area in advance of manufacturing.
- **New company...Studpac, MUSA:** (From last month's report) This company is negotiating with a private sector business owner to build a prototype here in the US. They also plan to ship up to three containers from the Middle East as sales units. They plan to discuss their US vision to the IDA in the next couple of months. The company has noticed the EDO of their pending funding and private negotiations continue.

The company recently spent an entire day in Hardee County negotiating the details of beginning manufacturing here. The economic development involvement would be a lease/purchase of an existing facility based upon appraised value and IDA board approval of all details.

- **National Development of America:** (From last month's report) No additional information at this time (related to the Diocese of Venice construction 20-25 homes in Zolfo Springs except that the project is still actively being pursued!
- **Housing:** (From last month's report) Housing remains an impediment to economic development. We have had several different conversations related to the most effective manner to supplement or encourage additional housing in numerous sectors including work force rental, workforce single/multifamily and traditional single family and H2A.
- **Communications Coordinator:** Krystin Chapman has been spending time visiting and learning about economic development progress in Hardee County. She is extremely enthusiastic with involvement again to help our communities and county grow and prosper!
- **Project Icarus:** This project came to us from Enterprise Florida. It basically will require the construction of a 35,000 square foot building at the Wauchula Municipal Airport. The aerospace defense and design company is involved in the aviation business and will require access to a 1500 foot runway.

- **Utilities consolidation:** (From last month's report) We are awaiting the last iteration of the draft RFP from the Regional Planning Council. Once finalized we will circulate to the County and Cities for comment and then advertise for bids.

All aspects of the draft RFP have been completed and will be circulated to the Cities and County this first week of April. Thereafter it will be advertised for RFP.

- **New Project (Project Prosperity):** (From last month's report) An established company from the west coast of Florida has expressed great interest in relocating to Hardee County. I have proffered a proposal that will, hopefully be presented to the IDA board for consideration soon!  
There has been no activity regarding this project in the past 30 days. This is not abnormal but does raise some concern...
- **USF/Impact Data:** The contract was approved by the IDA at the March meeting. We are still awaiting a response from USF legal department!
- **Career Source:** (From last month's report) We continue to work with career source related to contract management of job training/employee education for funding received from the Ona Mine Agreement.

We have received a draft from Ms. Doubleday but have not yet finished our internal review.

**Our next meeting will be on April 13, 2021 at 8:30 am at the Hardee County School Board meeting chambers!**

**Thank you for your service!**

**Bill**



Hardee County Economic Development  
**Balance Sheet**  
As of March 31, 2021

---

	<u>Mar 31, 21</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Wauchula State Bank	41,033.76
Total Checking/Savings	<u>41,033.76</u>
Total Current Assets	41,033.76
Fixed Assets	
Accum. Depreciation	-7,205.05
Office Equipment	11,280.66
Total Fixed Assets	<u>4,075.61</u>
<b>TOTAL ASSETS</b>	<b><u>45,109.37</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3010 - Unrestrict (retained earnings)	12,580.02
Net Income	32,529.35
Total Equity	<u>45,109.37</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>45,109.37</u></b>

Hardee County Economic Development  
**Profit & Loss**  
March 2021

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	<u>Mar 21</u>
Ordinary Income/Expense	
Income	
Reimbursements	4,560.77
Rent	2,000.00
	<hr/>
Total Income	6,560.77
Expense	
023-0 · Life/Health Insurance	4,245.41
025-0 · Payroll Expenses	28,413.18
031-0 · Professional Services	293.18
043-0 · Utilities	597.63
044-0 · Rentals/Leases	2,297.32
048-0 · Promotional	165.43
051-0 · Office Supplies	195.60
052-0 · Operating Supplies	181.36
054-0 · Books, Dues, & Subscriptions	5,833.23
	<hr/>
Total Expense	42,222.34
Net Ordinary Income	<hr/> -35,661.57
Net Income	<hr/> <b><u>-35,661.57</u></b>

## Hardee County Industrial Development Authority

## Balance Sheet

04/08/21

As of March 31, 2021

Accrual Basis

	<u>Mar 31, 21</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
101009 · WSB Sales (GF)	1,432,677.41
101013 · WSB Mosaic CD	6,092,162.24
101014 · WSB Mosaic Checking	5,678,457.28
<b>Total Checking/Savings</b>	<u>13,203,296.93</u>
<b>Accounts Receivable</b>	
115001 · Accounts Receivable Rental Inc	40,872.37
<b>Total Accounts Receivable</b>	<u>40,872.37</u>
<b>Other Current Assets</b>	
133006 · Prepaid Insurance	4,982.17
133012 · Fla Hospital Prop for resale	1,174,347.59
133016 · R. Riverter LOC	230,144.76
<b>Total Other Current Assets</b>	<u>1,409,474.52</u>
<b>Total Current Assets</b>	<u>14,653,643.82</u>
<b>Fixed Assets</b>	
<b>Land Available for Sale</b>	
161908 · Original Purchase Hwy 62 Propert	887,943.00
161909 · Original Purchase Park Improvem	16,911.87
161910 · Terrell Property	1,141,500.00
161911 · Original Purchase less propsold	-852,300.81
161912 · Contribution of Lot 13B/improv	90,621.74
161913 · Fair value writedown - FYE 2016	-526,600.00
161914 · Fair Value writedown - FYE 2017	-225,000.00
<b>Total Land Available for Sale</b>	<u>533,075.80</u>
<b>Total Fixed Assets</b>	<u>533,075.80</u>
<b>Other Assets</b>	
<b>Due From Other Funds</b>	
140001 · Due from GF	112,950.89
240000 · Due to SR	-112,950.89
<b>Total Due From Other Funds</b>	<u>0.00</u>
<b>Total Other Assets</b>	<u>0.00</u>
<b>TOTAL ASSETS</b>	<b><u>15,186,719.62</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
220004 · Sales Tax Payable	5,926.00
<b>Total Other Current Liabilities</b>	<u>5,926.00</u>
<b>Total Current Liabilities</b>	<u>5,926.00</u>
<b>Total Liabilities</b>	<u>5,926.00</u>
<b>Equity</b>	
<b>Fund Balance</b>	
3000 · Nonspendable	552,109.83
3001 · Restrcted for Economic Dev Proj	12,177,746.18
3003 · Unassigned	2,677,355.04
<b>Total Fund Balance</b>	<u>15,407,211.05</u>
<b>32000 · Unrestricted Net Assets</b>	2,538,643.70
<b>Net Income</b>	<u>-2,765,061.13</u>

10:28 AM

**Hardee County Industrial Development Authority**

04/08/21

**Balance Sheet**

Accrual Basis

As of March 31, 2021

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	<u>Mar 31, 21</u>
Total Equity	<u>15,180,793.62</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>15,186,719.62</u></u></b>

## Hardee County Industrial Development Authority

## Profit &amp; Loss

04/08/21

March 2021

Accrual Basis

	<u>Mar 21</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
361100 · Interest Income gen fd	46.82
361101 · Interest income Mosaic accts	2,265.66
362001 · Rental Income	43,227.18
369905 · Mosaic Grant Revenue	2,000,000.00
<b>Total Income</b>	<u>2,045,539.66</u>
<b>Expense</b>	
519207 · Misc. Other Expenses	1,350.00
5193100 · Professional Fees Legal	5,736.47
519320 · Accounting and audit	34,571.80
5193400 · Landscaping and Grounds	2,500.00
5194301 · Utilities	6,411.36
519450 · Insurance Expense	18,319.43
519460 · Repairs and Maintenance GF	1,573.73
5194601 · Repairs and Maintenance	62.20
5195206 · Grove Caretaking/Fertilizer	152.50
519840 · Grant expenses	3,545.00
6000 · Capital Outlay	82,200.33
6001 · Transfer to EDC	4,560.77
6004 · Transfer to Ona Mine Fund	2,000,000.00
6005 · Transfer to S Ft Meade Mine Fd	4,762.68
<b>Total Expense</b>	<u>2,165,746.27</u>
<b>Net Ordinary Income</b>	-120,206.61
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Sales Tax Collection Allowance	69.65
<b>Total Other Income</b>	<u>69.65</u>
<b>Net Other Income</b>	<u>69.65</u>
<b>Net Income</b>	<u><u>-120,136.96</u></u>

10:30 AM

## Hardee County Industrial Development Authority

## Profit &amp; Loss by Class

March 2021

04/08/21

Accrual Basis

	Florida Job Growth Grant (General Fund)	Administrative (General Fund)	Fla Hospital Overhead (General Fund)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	2,500.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00
<b>Total Income</b>	<b>0.00</b>	<b>0.00</b>	<b>2,500.00</b>
<b>Expense</b>			
519207 · Misc. Other Expenses	0.00	0.00	0.00
5193100 · Professional Fees Legal	0.00	5,736.47	0.00
519320 · Accounting and audit	0.00	34,571.80	0.00
5193400 · Landscaping and Grounds	0.00	0.00	800.00
5194301 · Utilities	0.00	0.00	1,848.82
519450 · Insurance Expense	0.00	0.00	2,491.08
519460 · Repairs and Maintenance GF	0.00	0.00	-201.27
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	32,642.33	0.00	0.00
6001 · Transfer to EDC	0.00	0.00	0.00
6004 · Transfer to Ona Mine Fund	0.00	0.00	0.00
6005 · Transfer to S Ft Meade Mine Fd	0.00	0.00	0.00
<b>Total Expense</b>	<b>32,642.33</b>	<b>40,308.27</b>	<b>4,938.63</b>
<b>Net Ordinary Income</b>	<b>-32,642.33</b>	<b>-40,308.27</b>	<b>-2,438.63</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-32,642.33</b>	<b>-40,308.27</b>	<b>-2,438.63</b>

## Hardee County Industrial Development Authority

## Profit &amp; Loss by Class

March 2021

04/08/21

Accrual Basis

	Incubator Overhead (General Fund)	Property Management (General Fund)	Spec Buildings1 & 3(2275&2239) (General Fund)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	4,298.48	2,284.49	10,872.46
369905 · Mosaic Grant Revenue	0.00	0.00	0.00
<b>Total Income</b>	<b>4,298.48</b>	<b>2,284.49</b>	<b>10,872.46</b>
<b>Expense</b>			
519207 · Misc. Other Expenses	0.00	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	150.00	600.00	0.00
5194301 · Utilities	1,996.67	372.31	0.00
519450 · Insurance Expense	0.00	3,490.00	0.00
519460 · Repairs and Maintenance GF	0.00	315.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00
6001 · Transfer to EDC	0.00	0.00	0.00
6004 · Transfer to Ona Mine Fund	0.00	0.00	0.00
6005 · Transfer to S Ft Meade Mine Fd	0.00	0.00	0.00
<b>Total Expense</b>	<b>2,146.67</b>	<b>4,777.31</b>	<b>0.00</b>
<b>Net Ordinary Income</b>	<b>2,151.81</b>	<b>-2,492.82</b>	<b>10,872.46</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	2.86	1.00	30.00
<b>Total Other Income</b>	<b>2.86</b>	<b>1.00</b>	<b>30.00</b>
<b>Net Other Income</b>	<b>2.86</b>	<b>1.00</b>	<b>30.00</b>
<b>Net Income</b>	<b>2,154.67</b>	<b>-2,491.82</b>	<b>10,902.46</b>

## Hardee County Industrial Development Authority

## Profit &amp; Loss by Class

March 2021

04/08/21

Accrual Basis

	Spec Building 4 (TechRiver) (General Fund)	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	13,241.75	1,250.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00
<b>Total Income</b>	0.00	13,241.75	1,250.00
<b>Expense</b>			
519207 · Misc. Other Expenses	0.00	0.00	1,350.00
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	350.00	0.00	0.00
5194301 · Utilities	1,842.83	0.00	278.73
519450 · Insurance Expense	0.00	12,338.35	0.00
519460 · Repairs and Maintenance GF	800.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	12,000.00	0.00	0.00
6001 · Transfer to EDC	0.00	0.00	0.00
6004 · Transfer to Ona Mine Fund	0.00	0.00	0.00
6005 · Transfer to S Ft Meade Mine Fd	0.00	0.00	0.00
<b>Total Expense</b>	14,992.83	12,338.35	1,628.73
<b>Net Ordinary Income</b>	-14,992.83	903.40	-378.73
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	0.00	21.52	0.00
<b>Total Other Income</b>	0.00	21.52	0.00
<b>Net Other Income</b>	0.00	21.52	0.00
<b>Net Income</b>	<b>-14,992.83</b>	<b>924.92</b>	<b>-378.73</b>



10:30 AM

## Hardee County Industrial Development Authority

## Profit &amp; Loss by Class

March 2021

04/08/21

Accrual Basis

	Winn Dixie Property - GF (General Fund)	General Fund - Other (General Fund)	Total General Fund
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
361100 · Interest Income gen fd	0.00	46.82	46.82
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	8,780.00	0.00	43,227.18
369905 · Mosaic Grant Revenue	0.00	0.00	0.00
<b>Total Income</b>	<b>8,780.00</b>	<b>46.82</b>	<b>43,274.00</b>
<b>Expense</b>			
519207 · Misc. Other Expenses	0.00	0.00	1,350.00
5193100 · Professional Fees Legal	0.00	0.00	5,736.47
519320 · Accounting and audit	0.00	0.00	34,571.80
5193400 · Landscaping and Grounds	600.00	0.00	2,500.00
5194301 · Utilities	0.00	0.00	6,339.36
519450 · Insurance Expense	0.00	0.00	18,319.43
519460 · Repairs and Maintenance GF	660.00	0.00	1,573.73
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	44,642.33
6001 · Transfer to EDC	0.00	4,560.77	4,560.77
6004 · Transfer to Ona Mine Fund	0.00	0.00	0.00
6005 · Transfer to S Ft Meade Mine Fd	0.00	0.00	0.00
<b>Total Expense</b>	<b>1,260.00</b>	<b>4,560.77</b>	<b>119,593.89</b>
<b>Net Ordinary Income</b>	<b>7,520.00</b>	<b>-4,513.95</b>	<b>-76,319.89</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	14.27	0.00	69.65
<b>Total Other Income</b>	<b>14.27</b>	<b>0.00</b>	<b>69.65</b>
<b>Net Other Income</b>	<b>14.27</b>	<b>0.00</b>	<b>69.65</b>
<b>Net Income</b>	<b>7,534.27</b>	<b>-4,513.95</b>	<b>-76,250.24</b>

## Hardee County Industrial Development Authority

## Profit &amp; Loss by Class

March 2021

04/08/21

Accrual Basis

	126 W Main Utilitech (Special Revenue)	Ag Test Plot (Special Revenue)	IDA Marketing Program (Special Revenue)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00
<b>Total Income</b>	0.00	0.00	0.00
<b>Expense</b>			
519207 · Misc. Other Expenses	0.00	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	72.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	62.20	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	152.50	0.00
519840 · Grant expenses	0.00	0.00	3,545.00
6000 · Capital Outlay	32,558.00	0.00	0.00
6001 · Transfer to EDC	0.00	0.00	0.00
6004 · Transfer to Ona Mine Fund	0.00	0.00	0.00
6005 · Transfer to S Ft Meade Mine Fd	0.00	0.00	0.00
<b>Total Expense</b>	32,558.00	286.70	3,545.00
<b>Net Ordinary Income</b>	-32,558.00	-286.70	-3,545.00
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	0.00	0.00	0.00
<b>Total Other Income</b>	0.00	0.00	0.00
<b>Net Other Income</b>	0.00	0.00	0.00
<b>Net Income</b>	<b>-32,558.00</b>	<b>-286.70</b>	<b>-3,545.00</b>

## Hardee County Industrial Development Authority

## Profit &amp; Loss by Class

March 2021

04/08/21

Accrual Basis

	R. Riverter Loan (Special Revenue)	Spec Building 9- Commerce Park (Special Revenue)	Spec Bldg 10-Pacer Expansion (Special Revenue)
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00
<b>Total Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>			
519207 · Misc. Other Expenses	0.00	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	0.00	2,000.00	3,000.00
6001 · Transfer to EDC	0.00	0.00	0.00
6004 · Transfer to Ona Mine Fund	0.00	0.00	0.00
6005 · Transfer to S Ft Meade Mine Fd	4,762.68	0.00	0.00
<b>Total Expense</b>	<b>4,762.68</b>	<b>2,000.00</b>	<b>3,000.00</b>
<b>Net Ordinary Income</b>	<b>-4,762.68</b>	<b>-2,000.00</b>	<b>-3,000.00</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-4,762.68</b>	<b>-2,000.00</b>	<b>-3,000.00</b>

10:30 AM

## Hardee County Industrial Development Authority

## Profit &amp; Loss by Class

March 2021

04/08/21

Accrual Basis

	Special Revenue - Other (Special Revenue)	Total Special Revenue	Unclassified
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest income Mosaic accts	2,265.66	2,265.66	0.00
362001 · Rental Income	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	2,000,000.00	2,000,000.00	0.00
<b>Total Income</b>	<b>2,002,265.66</b>	<b>2,002,265.66</b>	<b>0.00</b>
<b>Expense</b>			
519207 · Misc. Other Expenses	0.00	0.00	0.00
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	72.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	62.20	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	152.50	0.00
519840 · Grant expenses	0.00	3,545.00	0.00
6000 · Capital Outlay	0.00	37,558.00	0.00
6001 · Transfer to EDC	0.00	0.00	0.00
6004 · Transfer to Ona Mine Fund	2,000,000.00	2,000,000.00	0.00
6005 · Transfer to S Ft Meade Mine Fd	0.00	4,762.68	0.00
<b>Total Expense</b>	<b>2,000,000.00</b>	<b>2,046,152.38</b>	<b>0.00</b>
<b>Net Ordinary Income</b>	<b>2,265.66</b>	<b>-43,886.72</b>	<b>0.00</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>2,265.66</b>	<b>-43,886.72</b>	<b>0.00</b>

10:30 AM

04/08/21

Accrual Basis

**Hardee County Industrial Development Authority**  
**Profit & Loss by Class**  
March 2021

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	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
361100 · Interest Income gen fd	46.82
361101 · Interest income Mosaic accts	2,265.66
362001 · Rental Income	43,227.18
369905 · Mosaic Grant Revenue	2,000,000.00
	<hr/>
<b>Total Income</b>	2,045,539.66
<b>Expense</b>	
519207 · Misc. Other Expenses	1,350.00
5193100 · Professional Fees Legal	5,736.47
519320 · Accounting and audit	34,571.80
5193400 · Landscaping and Grounds	2,500.00
5194301 · Utilities	6,411.36
519450 · Insurance Expense	18,319.43
519460 · Repairs and Maintenance GF	1,573.73
5194601 · Repairs and Maintenance	62.20
5195206 · Grove Caretaking/Fertilizer	152.50
519840 · Grant expenses	3,545.00
6000 · Capital Outlay	82,200.33
6001 · Transfer to EDC	4,560.77
6004 · Transfer to Ona Mine Fund	2,000,000.00
6005 · Transfer to S Ft Meade Mine Fd	4,762.68
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<b>Total Expense</b>	2,165,746.27
<b>Net Ordinary Income</b>	-120,206.61
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Sales Tax Collection Allowance	69.65
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<b>Total Other Income</b>	69.65
	<hr/>
<b>Net Other Income</b>	69.65
	<hr/>
<b>Net Income</b>	<b>-120,136.96</b>

## Hardee County Industrial Development Authority

04/08/21

## Balance Sheet

Accrual Basis

As of March 31, 2021

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	<u>Mar 31, 21</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	4,411,174.29
Total Checking/Savings	<u>4,411,174.29</u>
Total Current Assets	<u>4,411,174.29</u>
<b>TOTAL ASSETS</b>	<b><u>4,411,174.29</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Retained Earnings	2,851,323.74
Net Income	1,559,850.55
Total Equity	<u>4,411,174.29</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>4,411,174.29</u></b>

## Hardee County Industrial Development Authority

## Profit &amp; Loss

04/08/21

March 2021

Accrual Basis

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	<u>Mar 21</u>
Ordinary Income/Expense	
Income	
Grant Income	
Mosaic - Ona Mine	<u>2,000,000.00</u>
Total Grant Income	2,000,000.00
Interest Income	<u>77.46</u>
Total Income	2,000,077.46
Expense	
Grant Expenditures	
Carlton Street	28,706.34
Hardee Co. Education Foundation	<u>6,327.21</u>
Total Grant Expenditures	<u>35,033.55</u>
Total Expense	<u>35,033.55</u>
Net Ordinary Income	<u>1,965,043.91</u>
Net Income	<u><u>1,965,043.91</u></u>