



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

Agenda

**Hardee County Economic Development Council
Hardee County Industrial Development Authority**

Regular Meeting

November 23, 2021 at 8:30 AM

**Commission Chambers
412 W. Orange Street, Room 102, Wauchula, FL 33873**

Board Members

Tommy Watkins, Chairman
Denise Grimsley, Vice-Chairman
Courtney Green
Calli Ward
Gene Davis
Lee Mikell
Barney Cherry



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

1. CALL TO ORDER

2. APPROVAL OF AGENDA

PLEASE TURN OFF CELL PHONES

3. APPROVAL OF MINUTES

1. Chair -September 14 and 30, 2021 EDC/IDA Minutes

ACTION RECOMMENDED: Motion to approve as presented

4. AGENDA ITEMS

1. Shannon Nash -Election of Chair

ACTION RECOMMENDED: Board's discretion

2. Shannon Nash -Election of Vice Chair

ACTION RECOMMENDED: Board's discretion

3. Sarah Pelham -EDA Grant Award Agreement for EDC funding

ACTION RECOMMENDED: Motion to adopt EDA Grant Award Agreement for EDC funding and authorize Chair to sign all documents.

4. Sarah Pelham -Modification #1 for Spec Building 9 EDA Agreement

ACTION RECOMMENDED: Motion to adopt modification #1 to Spec Building 9 EDA Grant Award Agreement and authorize Chair to sign all documents.

5. Sarah Pelham -Modification #1 for Spec Building 10 EDA Agreement

ACTION RECOMMENDED: Motion to adopt modification #1 to Spec Building 10 EDA Grant Award Agreement and authorize Chair to sign all documents.

6. Sarah Pelham -Modification #1 to HCCP Expansion EDA Agreement

ACTION RECOMMENDED: Motion to adopt modification #1 to Hardee County Commerce Park Expansion EDA Grant Award Agreement and authorize Chair to sign all documents.

7. Justin Smith -PRECO Right of Way Easement for new Pacer Marine building

ACTION RECOMMENDED: Motion to approve PRECO Right of Way Easement at new Pacer Marine building site and authorize Chair and Vice Chair to sign all related documents.

8. Kristi Schierling -Meeting Security Discussion

ACTION RECOMMENDED: Motion to discontinue security presence during EDC/IDA meetings.

9. **Lee Mikell -Audit Committee Recommendation**

ACTION RECOMMENDED: Motion to approve audit committee's recommendation to engage Mauldin & Jenkins Auditing Firm.

10. **Terry Atchley -CRA Loan Discussion/Request**

ACTION RECOMMENDED: Board's discretion

11. **Terry Atchley -Hardee County Fair Association Funding Request**

ACTION RECOMMENDED: Board's discretion

12. **Sarah Pelham -USF Housing Study Proposal**

ACTION RECOMMENDED: Motion to approve USF Housing Study Agreement and authorize Chair to sign all documents.

13. **Justin Smith -Discussion of building tear down- 110 N. 5th Avenue**

14. **Bill Lambert -Discussion on Farmer's Market**

ACTION RECOMMENDED: Motion to negotiate and enter into option agreement for purchase of the State Farmer's Market in Wauchula and return for final Board approval.

5. UPDATES

1. **Bill Lambert and Justin Smith -Director's Report**

6. FINANCIALS

1. **Charlie Cox -Budget Amendments for FYE 2021- General Fund and Special Revenue Fund**

ACTION RECOMMENDED: Motion to approve budget amendments for FYE 2021- General Fund and Special Revenue fund

2. **Charlie Cox -Resolution 2021-09- Approval of Budget Amendments FYE 2021**

ACTION RECOMMENDED: Motion to adopt Resolution 2021-09 Approval of Budget Amendment FYE 2021.

3. **Charlie Cox -Budget Amendments for FYE 2021- Ona Mine**

ACTION RECOMMENDED: Motion to approve budget amendments for FYE 2021 Ona Mine.

4. **Charlie Cox -Resolution 2021-10- Approval of Budget Amendments FYE 2021 Ona Mine**

ACTION RECOMMENDED: Motion to adopt Resolution 2021-10 Approval of Budget Amendments for FYE 2021 Ona Mine

5. **Kristi Schierling -September 2021 EDC/IDA Financials**

ACTION RECOMMENDED: Motion to approve September 2021 EDC/IDA financials.

6. **Kristi Schierling -October 2021 EDC/IDA Financials**

ACTION RECOMMENDED: Motion to approve October 2021 EDC/IDA financials.

7. **Charlie Cox -Budget Amendment for FYE 2022**

ACTION RECOMMENDED: Motion to approve budget amendments for General Fund for FYE 2022.

8. **Charlie Cox -Resolution 2022-01- Approval of Budget Amendments for FYE 2022**

ACTION RECOMMENDED: Motion to adopt Resolution 2022-01 Approval of Budget Amendments for FYE 2022.

9. **Justin Smith -Budget Amendment Proposals for FYE 2022**

ACTION RECOMMENDED: Motion to strike Spec Building 11 Innovar and insert Project Blue and strike H&P Trailers and insert Farmer's Market Acquisition in the South Ft. Meade Budget for FYE 2022.

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

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

9/14/2021 8:30 AM

BOARD MEMBERS

Tommy Watkins, Chairman | Denise Grimsley, Vice-Chairperson | Courtney Green | Calli Ward | Gene Davis | Lee Mikell | Bill Lambert

1. Call to Order

Attendee Name	Title	Status	Arrived
Tommy Watkins	Chairman	Absent	
Denise Grimsley	Vice-Chairperson	Present	
Courtney Green	Board Member	Present	
Calli Ward	Board Member	Present	
Gene Davis	Board Member	Present	
Lee Mikell	Board Member	Present	
Bill Lambert	Economic Development Director	Present	
Justin Smith	Assistance Director of EDC	Present	

Visiting: Charlie Cox, Erica Scheipsmeier, and Sherri Albritton

County Commissioner: Sandy Meeks

EDC/IDA Attorney: Shannon Nash

Staff: Bill Lambert, Justin Smith, Sarah Pelham, Krystin Chapman and Kristi Schierling

2. Approval of Agenda

Item 2.1. Motion

There are no changes to the agenda.

Calli Ward made a motion and was seconded by Gene Davis to approve the agenda as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Gene Davis, Board Member
AYES:	Watkins, Grimsley, Green, Ward, Davis, Mikell

3. Approval of Minutes

Item 3.1. July 2021 EDC/IDA Minutes

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Lee Mikell, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

4. Agenda Items

Item 4.1. DRAFT EDC Budget FYE 2022

Charlie Cox, EDC/IDA accountant, reviewed the draft EDC budget. The EDC budget is only adopted at the beginning of the fiscal year. Budget amendments do not have to be made like we usually do with the IDA budgets throughout the year. The projected income is \$150,000 from the EDA, \$450,000 transferred in from the IDA and \$12,000 in rent from the CRA. Director Lambert did mention to the board that the income from Duke should start be received in the first quarter of 2021-2022. The payments will be made to the IDA and then transferred in to the EDC.

Lee Mikell made a motion and was seconded by Gene Davis to adopt the 2021-2022 EDC budget.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lee Mikell, Board Member
SECONDER:	Gene Davis, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

Item 4.2. DRAFT IDA Budget FYE 2022 General Fund & Special Revenue Fund

Charlie Cox reviewed the IDA general fund and special revenue fund budget. EDA grants are shown in the general fund. There is \$662,000 in project rental income. Charlie then read each of the items in the special revenue fund and the amounts that are proposed to be budgeted for each.

Lee Mikell made a motion and was seconded by Courtney Green to adopt the IDA General Fund and Special Revenue fund budget for 2021-2022.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lee Mikell, Board Member
SECONDER:	Courtney Green, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

Item 4.3. DRAFT IDA Budget FYE 2022 Ona Mine

Charlie Cox reviewed the Ona Mine with the board.

Lee Mikell made a motion and was seconded by Courtney Green to adopt the Ona Mine for 2021-2022.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lee Mikell, Board Member
SECONDER:	Courtney Green, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

Item 4.4. Resolution 2021-01- Adoption of IDA Budgets

Callie Ward made a motion and was seconded by Lee Mikell to adopt Resolution 2021-01.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Lee Mikell, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

Item 4.5. DRAFT Marketing Services RFP

Krystin Chapman briefly reviewed the draft RFP. She worked with Lisa Nason to develop the RFP. The responses are due by November 8th. Page 4 lists the scope of services and the scoring rubric is listed on page 6. The scope is pretty generic. We did not want to put them in a box and limit what they could do for us. Director Lambert feels we should move forward and recommends approval. There is \$200,000 in the marketing budget. Not all of the funds will be used for the marketing.

Calli Ward made a motion and was seconded by Lee Mikell to approve the marketing RFP.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Lee Mikell, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

Item 4.6. R. Riveter- Amendment to Subgrant Agreement

Justin Smith gave a brief background on R. Riveter and the EDA grant. After review and discussion, it was suggested to move the start date forward 1 quarter in order for them to meet their job creation requirements for year 1 of the grant. This is due in part to the facility not being ready in time and Riveter starting later than they had planned. There was also turnover and covid going on during their startup time. How we are going to calculate an FTE needs to be determined too. This is a work in progress and we will most likely come back in year 2 of the grant to finish ironing out the calculations. Justin met with the Clerk to come up with a solution for right now. They will continue working together to get this worked out. Right now, 76.92 hours will be used for an FTE.

Director Lambert reminded everyone that the State intended this money to be used to create full time employment not part time. Riveter did meet their year 1 requirement of 16 jobs and will receive reimbursement of \$250,000. Year 2 will require 24 jobs and year 3 will be 32.

Lee Mikell made a motion and was seconded by Courtney Green to approve the amendment to the subgrant agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lee Mikell, Board Member
SECONDER:	Courtney Green, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

Item 4.7. Audit Committee

Attorney Nash let the board know that the committee will be comprised of 3 people. Lee Mikell is going to be the Chair of the committee. The other 2 will be people of the community. Jessica Newman and Jim See have been chosen to fill the two seats. The committee is responsible for putting together the RFP and bring back their recommendations to this board. The board will have final approval.

Courtney Green made a motion and was seconded by Gene Davis to approve the three members of the audit committee.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Courtney Green, Board Member
SECONDER:	Gene Davis, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

Item 4.8. Utilities Feasibility Study Discussion

Sarah Pelham let the board know that the three cities and the county met with the one respondent last week. That company is Stantec Consulting. Negotiations were held and their scope of services detailed out their task list. Attachment A is the scope of services. Page 7 shows the fee schedule. The committee has negotiated a not to exceed price of \$225,000 for the study. A rough draft of a contract for professional services between Stantec Consulting and the IDA was provided. Sarah reminded everyone that the EDA awarded a grant to the three cities and county for the study and tasked the IDA with managing the grant. This is why the contract is with the IDA and Stantec. Sarah would like for the board to approve the contract for services and allow staff and counsel to finalize the contract and allow the chair to sign.

Calli Ward made a motion and was seconded by Lee Mikell to approve the contract for services and allow the Chair to sign the documents.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Lee Mikell, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

5. Director's Report

Director Lambert asked Krystin Chapman and Justin Smith to give updates on what they have been working on. Justin spoke of what his goals are with his position. He will provide an assistant director report in the near future. Krystin Chapman spoke of her goals in the local, state, and global aspects of marketing for the County.

6. Financial Reports

Item 6.1. July 2021 EDC/IDA Financials

Calli Ward made a motion and was seconded by Lee Mikell to approve the EDC financials for July.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Lee Mikell, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

Item 6.2. August 2021 EDC/IDA Financials

Lee Mikell made a motion and was seconded by Calli Ward to approve the EDC financials for August.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lee Mikell, Board Member
SECONDER:	Calli Ward, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

3. *August IDA Financials*

Item 6.3.1. Motion

Calli Ward made a motion and was seconded by Lee Mikell to approve the IDA financials for August.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Lee Mikell, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

4. *July IDA Financials*

Item 6.4.1. Motion

Calli Ward made a motion and was seconded by Lee Mikell to approve the IDA financials for July.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Calli Ward, Board Member
SECONDER:	Lee Mikell, Board Member
AYES:	Grimsley, Green, Ward, Davis, Mikell
ABSENT:	Watkins

7. Announcements/Other Business/Public Comments

Mr Lambert spoke on the Community Open House

Calli Ward to Chair to Committee with other Staff members to provide funding to marketing

8. Adjournment

Item 8.1. Motion

RESULT: APPROVED [UNANIMOUS]
MOVER: Gene Davis, Board Member
SECONDER: Lee Mikell, Board Member
AYES: Grimsley, Green, Ward, Davis, Mikell
ABSENT: Watkins



MINUTES

Hardee County Economic Development Council Hardee County Industrial Development Authority

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

9/30/2021 8:30 AM

BOARD MEMBERS

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

I. Invocation

II. Pledge of Allegiance

III. 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	Absent	
Lee Mikell	Board Member	Absent	
Barney Cherry	Board Member	Present	

Visitors: Mary Jane Stanley, Angela Crist, Lory Durrance, Vicki Rogers, Ken Evers, Lex Albritton, Bruce Stayer, David Royal, Sherri Albritton, Mike Thompson, Terry Atchley, Minor Bryant, Heather Nedley, Park Winter, Russell Schweiss, Todd Miller, and Paul Scheuren (via Zoom).

EDC/IDA Attorney: Shannon Nash

Staff: Bill Lambert, Sarah Pelham, Kristi Schierling, Krystin Chapman and Justin Smith.

IV. Approval of Agenda

Agenda was approved as presented by a motion made by Commissioner Wyatt and seconded by Commissioner Flores.

V. Appointments

Item . A. 3662 : USF-FIOG Economic Impact Study

Krystin Chapman opened by thanking everyone for attending today. Sarah Pelham gave background information. This report was started in early 2020 and quarantine hit quickly after, putting everything on hold for about a year. This is a piggy back on previous reports. The first report covered 2006-2012 with the follow up report covering 2012-2016. This current report covers 2016-2020. We also ended up doing a look back of the last 14 years. Sarah introduced Angela Crist. She is the Director of the Florida Institute of Government. Sarah also introduced Mary Jane Stanley who is a contractor for the Institute. Paul Scheuren is attending via zoom. He is an economic with Impact Data Source. He was contracted by the Institute to perform the rubric and input of data into the charts. Sarah informed the boards of the process of gathering the data that was used in the report. Paul Scheuren reviewed the report with both boards. He started off on page 10 of the report. This table shows the number of projects supported by the EDC/IDA by year. Since 2006, the EDC/IDA had worked with 40 different prospects which created 24 actual landed projects and created 531 direct jobs. Short descriptions of the business locations were provided. Analysis of construction impacts are shown on page 13. Infrastructure investments and impacts are listed in the charts on page 14. IDA infrastructure investments totaled \$6,653,240 and developer/outside funding totaled \$43,478,329. Summary of economic impact on employment and workers' earnings added each year is shown on page 15. According to the report, the firms supported by the EDC/IDA over the last 15 years generated direct, indirect and induced revenues for area businesses of \$1.5 billion. A total of 373 direct permanent jobs were created by the businesses that continue to operate as of this report. Over the 15 year period, it is projected that these employees were paid approximately \$237.3 million in workers' earnings.

Sarah Pelham said that we should brainstorm a way to capture all of the economic development impact which would encompass the EDC/IDA and EDA.

VI. Public Comments, Announcements, and Other Business

Mr. Terry Atchley - City of Wauchula City Manager
Mr. Russell Schweiss - Vice-President of Land Management for Mosaic Fertilizer, LLC
Mr. Lawrence McNaul - County Manager
Mr. Mike Thompson
Mr. Bill Lambert - Economic Development Director
Mr. Minor Bryant
Mr. Justin Smith - Assistant Economic Development Director

VII. Adjournment

**HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

GRANT AWARD AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 2021, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and Hardee County Economic Development Office, hereinafter referred to as the "BUSINESS," located at 107 East Main St., Wauchula, Florida 33873.

The EDA, pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure/Job Creation Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the BUSINESS has met all the requirements necessary for participation in the EDA grant Program, and

The EDA desires to distribute funds to the BUSINESS for projects that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of \$150,000.00; and

The application and infrastructure program guidelines attached hereto as Exhibit "A", is hereby incorporated into this agreement and the representations made by the Hardee County Economic Development Council therein are incorporated as if full set forth herein; and

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the BUSINESS agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER’S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; F: 863-773-0958

HARDEE COUNTY ECONOMIC DEVELOPMENT OFFICE
107 EAST MAIN STREET
WAUCHULA, FL 33873
P: 863-773-3030; F: 863-773-4915

2.0 ADMINISTRATOR: The Agreement administrator is Lawrence W. McNaul, County Manager. The BUSINESS Agreement administrator is William R. Lambert, Jr., Economic Development Director. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Manager at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Manager shall be delivered in writing to the other Party and said notification shall be attached to originals of this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence upon full execution of this agreement, and continue for a two-year period, unless terminated earlier as hereinafter provided prior to that time.

4.0 BUSINESS DESCRIPTION:

(a) The BUSINESS is or will be an operating unit of Economic Development Council, Inc., FEIN 65-0704795.

5.0 PROJECT DESCRIPTION: Administrative Funding (see exhibit “B”).

5.1 CHANGE ORDERS: In the event the project description or scope of project is modified, the modification shall be evidenced by written change order PRIOR to any

Attachment: EDA grant award agreement for EDC (EDA Grant Award Agreement for EDC funding)

work being performed pursuant to the proposed modification. If the proposed modification is deemed immaterial by the Administrator, the Administrator shall have the authority to execute the written change order on behalf of the EDA. If the modification is deemed material by the Administrator, he shall submit the same to the EDA for approval PRIOR to any work being performed pursuant to the proposed modification. For purposes of this subsection, any proposed modification which will result in an increase in the award requested is hereby deemed material.

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. Facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE BUSINESS: The BUSINESS agrees to:

- (a) administer funds in accordance with the Approved Plan, a copy of which is attached hereto and incorporated herein as Exhibit "B".
- (b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA.
- (c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices.
- (d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of

the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later.

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement.

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit "C".

8.0 OBLIGATIONS OF THE EDA:

(a) provide a format for all required reports and assist the BUSINESS in completing reports satisfactory to the EDA.

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan.

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided.

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

(e) timely process and pay BUSINESS request for reimbursement. For purposes of this agreement, timely shall mean Clerk processing and review of reimbursement request packets and written notification of deficiencies, if any, within thirty (30) calendar days of receipt by the Clerk.

Should BUSINESS resubmit a reimbursement request package, the EDA (through the Clerk) shall review and notify BUSINESS as to deficiencies within fifteen (15) calendar days of receipt by the Clerk. In any event, the Clerk shall pay a completed reimbursement request package within forty-five (45) calendar days of receipt of a complete reimbursement request package.

9.0 TERMINATION OF THIS AGREEMENT:

(a) The Agreement may be terminated by EDA upon failure of the BUSINESS to comply with any material term or condition of this Agreement or a decision by the BUSINESS either not to proceed with the project defined in Section 5.0 or to proceed with that project in a location outside of Hardee County, Florida.

10.0 PENALTY: Any BUSINESS that fraudulently procures or receives funds under this program is liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The BUSINESS will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The BUSINESS shall insert a similar provision in all subcontracts for services by this Agreement.

13.0 ATTORNEY FEES: In any litigation (even through appellate level) or proceeding to enforce or interpret any term or provision of this agreement, or if EDA must hire counsel to protect its interest in bankruptcy proceeding filed by BUSINESS, the prevailing party shall be entitled to an award of its reasonable attorneys' fees from the non-prevailing party.

14.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

15.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

16.0 WAIVER: The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

17.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

18.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the BUSINESS and the authorized agent of EDA.

19.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

20.0 DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed with an Effective Date of October 1, 2021.

HARDEE COUNTY
ECONOMIC DEVELOPMENT
AUTHORITY

HARDEE COUNTY
ECONOMIC DEVELOPMENT OFFICE

Sherry Atchley 9-21-21
AUTHORIZED SIGNATURE Date

AUTHORIZED SIGNATURE Date

TITLE: EDA Chairman

TITLE: _____

WITNESSES:
[Signature]

WITNESSES:

Attachment: EDA grant award agreement for EDC (EDA Grant Award Agreement for EDC funding)

EXHIBIT B

Project Description

Hardee County has seen changes in its' economic profile over the last several years. The County can no longer rely 100% upon our agricultural roots, to maintain a viable living. While agriculture is still strong, and very much a presence within our community, it is evident through visioning processes and political debate, of an interest and desire to diversify. With this change has come the need for additional industry, jobs, and better, higher wage, higher skill employment.

Economic Development has become a major focus in the community. Community Visioning Plans, EDA Grants, Mosaic Development Grants, all have the objective of bringing new business and new opportunity into the community. The Economic Development Office has played the role of host and negotiator to outside business since 1996. Over the past 17 years, the Economic Development Office has evolved into the leading role, promoting economic development for the county.

The EDC has received a portion of its' funding for the operating expenses of the organization, through the Economic Development Grant, provided by the Economic Development Authority. The EDA has utilized the EDC staff to help in the management oversight and financial oversight of these grants on behalf of the EDA. For that reason, and for the continued partnership of the organizations, we are asking the EDA to continue to financially support those efforts of the EDC.

These funds will be used to supplement the operations and objectives of the organization.

The EDC would like to seek \$150,000 in funding from the EDA, for operational purposes to ensure the stability of the organization, its' participating roles on behalf of the County ; including Florida's Heartland Economic Region of Opportunity, Florida Chamber of Commerce Initiatives, Hardee County Chamber of Commerce Initiatives, roles and duties as the lead representative of the County with Enterprise Florida, the Central Florida Regional Planning Council, Florida Economic Development Council and Heartland Workforce. Its' primary mission will always be to create jobs for the citizens of Hardee County, and accomplishment of this task will continue to be pursued by the EDC and the Industrial Development Authority.

EXHIBIT C

Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program

Financial Reporting Procedures for Quarterly Reports and Reimbursement

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The BUSINESS shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.

Reimbursement Request Package

Recipient Details

- 1. Grant/Recipient _____
- 2. Project Number _____ Date of Request _____
- 3. Disbursement Request Number _____
- 4. Type of Request: Partial _____ Final _____
- 5. Federal Employer Identification Number _____
- 6. Send Remittance to: _____

Reimbursement Details

(Cumulative amounts)

- 1. Architectural and Engineering (attach invoices) \$ _____
- 2. Permitting (attach invoices) \$ _____
- 3. Construction and/or Demolition (attach invoices) \$ _____
- 5. Other (list - must be specified in agreement) \$ _____

- 6. Total Cumulative to Date \$ _____
- 7. Less Retainage (10%) (not required for government entities) \$ _____
- 8. Less Previous Disbursements \$ _____
- 9. Amount requested for disbursement (line 6 minus line 7 & 8) \$ _____

Requests for Invoices already Paid:

- 1) Copy of Invoice
- 2) Proof of Payment

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Hardee County Economic Development Authority
C/O County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
863-773-9430 Phone; 863-773-0958 Fax

Attachment: EDA grant award agreement for EDC (EDA Grant Award Agreement for EDC funding)

Business Agreement Administrator Certification of Reimbursement Request

I, _____,
(name of Grantee's Business Agreement Administrator designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed, or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default of any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

(Signature of Business Agreement Administrator)

(Date)

Attachment: EDA grant award agreement for EDC (EDA Grant Award Agreement for EDC funding)

MODIFICATION NUMBER 1 TO GRANT AGREEMENT BETWEEN THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

This Modification is made and entered into by the **HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (hereinafter referred to as "AUTHORITY") and the **INDUSTRIAL DEVELOPMENT AUTHORITY** (hereinafter referred to as "IDA"), to modify the Grant Award Agreement, dated October 1, 2019.

WHEREAS, AUTHORITY and IDA desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- Reinstatement Agreement
 1. The Agreement is hereby reinstated as though it had not expired.
- Extend Agreement
 1. The parties agree to extend the Grant Award Agreement (SPEC BUILDING 9 19-15-05) dated October 1, 2019, for an additional twelve (12) months from the expiration date of September 30, 2021. The new expiration date will be September 30, 2022.

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY**

**HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

By: _____
Thomas Watkins, Chairman

By: Terry Atchley
Terry Atchley, Chairman

Date: _____

Date: 11.02.2021

Attachment: Spec bldg 9 modification (Modification #1 for Spec Building 9 EDA Agreement)

MODIFICATION NUMBER 1 TO GRANT AGREEMENT BETWEEN THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

This Modification is made and entered into by the **HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (hereinafter referred to as "AUTHORITY") and the **INDUSTRIAL DEVELOPMENT AUTHORITY** (hereinafter referred to as "IDA"), to modify the Grant Award Agreement, dated October 1, 2019.

WHEREAS, AUTHORITY and IDA desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- Reinstatement Agreement
 1. The Agreement is hereby reinstated as though it had not expired.
- Extend Agreement
 1. The parties agree to extend the Grant Award Agreement (SPEC BUILDING 10 19-15-04) dated October 1, 2019, for an additional twelve (12) months from the expiration date of September 30, 2021. The new expiration date will be September 30, 2022.

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY**

**HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

By: _____
Thomas Watkins, Chairman

By: Terry Atchley
Terry Atchley, Chairman

Date: _____

Date: 11.02.2024

Attachment: spec bldg 10 modification (Modification #1 for Spec Building 10 EDA Agreement)

MODIFICATION NUMBER 1 TO GRANT AGREEMENT BETWEEN THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

This Modification is made and entered into by the **HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (hereinafter referred to as "AUTHORITY") and the **INDUSTRIAL DEVELOPMENT AUTHORITY** (hereinafter referred to as "IDA"), to modify the Grant Award Agreement, dated October 1, 2019.

WHEREAS, AUTHORITY and IDA desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- Reinstatement Agreement
 1. The Agreement is hereby reinstated as though it had not expired.
- Extend Agreement
 1. The parties agree to extend the Grant Award Agreement (COMMERCE PARK EXPANSION 19-15-06) dated October 1, 2019, for an additional six (6) months from the expiration date of September 30, 2021. The new expiration date will be March 31, 2022.

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.


All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY**

**HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY**

By: _____
Thomas Watkins, Chairman

By:  _____
Terry Atchley, Chairman

Date: _____

Date: 11-02-2021

Attachment: HCCP expansion modification (Modification #1 to HCCP Expansion EDA Agreement)

Prepared by: CHARRISON
Return to: Peace River Electric
PO Box 1310
Wauchula, FL 33873-1310
REV 8/31/2001
20-33-25-0500-00001-0004
691929

**THIS SPACE LEFT BLANK FOR RECORDING
DO NOT WRITE IN THIS SPACE**

RIGHT-OF-WAY EASEMENT

The undersigned for the sum of \$1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto **PEACE RIVER ELECTRIC COOPERATIVE, INC.**, a corporation (hereinafter called the "COOPERATIVE") whose post office address is WAUCHULA, FLORIDA and to its successors or assigns, the perpetual right to enter upon the lands of the undersigned situated in the **COUNTY OF HARDEE**, State of Florida, and more particularly described as follows:

Over, across and/or under my land in **Section(s) 20 Township 33 South, Range 25 East**, a strip of land 30 feet wide lying 15 feet on either side of the power line as constructed **@ 2485 COMMERCE CT** and to perpetually place, construct, operate, repair, maintain, add to, remove, relocate and replace thereon under and in, upon, over or under all streets, roads or highways abutting said lands an electric transmission or distribution line or system or guys, etc., and to cut, trim and/or chemically treat trees and shrubbery to the extent necessary to clear the right-of-way from the ground up and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. The undersigned will cause all lands within the easement area to remain clear of any and all activities that might cause overhead or underground facilities to become damaged.

This conveyance includes the right of the "COOPERATIVE" at its option to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or communication purposes.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, _____.

This document requires two (2) witnesses AND a Notary Public signature with official seal.

Signed: _____ (L.S.)
President – HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

PRINT NAME: _____

Address: _____

Signed: _____ (L.S.)
Secretary/Treasurer – HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

PRINT NAME: _____

Address: _____

Signed, sealed and delivered in the presence of:

_____, **Witness**

Place CORPORATE SEAL

_____, **Print Name**

_____, **Witness**

_____, **Print Name**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, _____, by _____ and _____ of _____ corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

RETURN TO:

Peace River Electric
PO Box 1310
Wauchula, FL 33873
JOB NAME: HARDEE CTY IDA
COMMERCIAL BUILDING
UG PRIMARY AND CT METERING
9-65-11-2AA

Notary Public Commission No.
Name of Notary typed, printed or stamped below:

Attachment: EASEMENT (PRECO Right of Way Easement for new Pacer Marine building)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("**Agreement**") is made and entered into on this _____, (the "**Effective Date**") by and between Hardee County Industrial Development Authority, a corporation duly organized under the laws of the State of Florida (the "**IDA**" or "**Hardee County IDA**") and the University of South Florida, Board of Trustees, a public body corporate, for its Florida Institute of Government (the "**Institute**" or "**USF**") for professional services as more particularly described herein. For and in consideration of the mutual promises, covenants, and obligations contained herein, the said parties do agree as follows:

I. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall begin upon the Effective Date and will end on or before August 31, 2022 unless extended by a modification of this Agreement. Such modification shall be in writing and signed by all parties to this Agreement.

II. WORK PLAN/ PROJECT ADMINISTRATION

The Institute's responsibilities under this Agreement are to complete a housing inventory study, identify the current and future housing needs within the county and recommended attainable housing development strategies for economic development as more particularly described on Exhibit A attached hereto and made apart hereof (the "**Scope of Work**").

The Hardee County IDA's representative/liaison during the term of this Agreement, unless the Institute is provided written notice otherwise, shall be:

- 1) Bill Lambert
Economic Development Director
Hardee County Industrial Development Authority (IDA)
107 E Main Street, Wauchula, FL 33756
863-773-3030

The Institute's representative/liaison during the term of this Agreement, unless Hardee County IDA is provided written notice otherwise, shall be:

- 1) Angela Crist, Director
Florida Institute of Government
University of South Florida, SOC107
4202 E. Fowler Avenue,

Attachment: HardeeHousing (USF Housing Study Proposal)

Tampa, FL 33620-
 7900 Direct# 813-
 857-8801
acrist@usf.edu

III. ALLOCATION OF FUNDS

Hardee County IDA agrees to compensate the Institute on a fixed price basis, for an amount not to exceed **\$97,155.00**, as more particularly set forth on Exhibit B attached hereto and made a part herewith. It is further agreed that all invoices should contain an original signature of an authorized official of the Institute and should be sent to Hardee County IDA's representative/liaison for approval (see Article II for the address).

IV. INDEPENDENT CONTRACTOR

By this Agreement the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors, or other contractors thereof shall not be deemed by virtue of the Agreement to be the officers, agents, or employees of the other party. Each party assumes the risk of all liability arising from its respective activities pursuant to this Agreement and from the acts or omissions of its respective officers, agents and employees.

V. INTELLECTUAL PROPERTY

Intellectual property that is created and/or developed under this Agreement by Institute employees shall be assigned to the Institute and protected by the Institute pursuant to applicable Institute Rules and Policies. Intellectual property that is created and/or developed under this Agreement by Hardee County IDA employees shall be assigned to Hardee County IDA and protected by Hardee County IDA pursuant to its Rules and Policies. Intellectual property that is created and/or developed under this Agreement jointly by Institute and Hardee County IDA employees shall be jointly owned by the Institute and Hardee County IDA. Any intellectual property that is conceived and/or reduced to practice during the term of this agreement by Institute and/or Hardee County IDA employees working on this project shall be presumed to have been created and/or developed under this Agreement. Hardee County IDA shall have an option to acquire a license in Institute's rights in such intellectual property on mutually agreed terms.

With respect to any invention developed with the use of Federal funding in which the Institute retains or is assigned title hereunder, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

VI. TERMINATION

This Agreement may be canceled by Hardee County IDA or the Institute upon no less than thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved to the date of cancellation will be due and payable to the Institute.

In the event that the Institute's project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, either party shall have the option to cancel this Agreement.

VII. DELEGATION OF AUTHORITY

This Agreement is valid and enforceable only upon being signed by persons authorized to bind Hardee County IDA and the Institute hereto.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of Florida.

IX. INSURANCE

The Institute warrants and represents that it has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment, and the Institute has no liability insurance policy as such that can extend protection to any other person. Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof.

Faculty and staff of USF are provided with comprehensive general liability insurance pursuant to the terms and limitations of Florida Statute 768.28 and Florida Statute Chapter 284 Part II. USF agrees, to the extent of its waiver of sovereign immunity under section 768.28, Florida Statutes, to be responsible for actual damages arising out of its conduct hereunder that are attributable to the negligent acts or omissions of USF, its officers, agents, and employees while acting within the scope of their employment by USF. This statement shall not be construed or interpreted as consent by USF to be sued other than as provided by Florida law. Such professional liability protection has limits of \$2,000,000.00 per claim and \$3,000,000.00 per occurrence, and is occurrence-based coverage that includes liabilities that may be incurred by USF as a result of this Agreement.

X. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

XI. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement and the attached exhibits hereto constitute the entire agreement between the parties. There are no verbal agreements or other agreements that supplement the terms of this Agreement. Any modification to this Agreement must be made by a written document signed by a duly authorized representative of each party. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.

XII. PUBLIC RECORDS

Both parties are subject to and agree they shall comply with public records laws, including Chapter 119, Florida Statutes. Pursuant to Florida Statute Section 119.0701(2), Both parties shall: (1) Keep and maintain public records required to perform the services herein. (2) Upon request, provide the other party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.

XIII. E-VERIFY

Each party warrants that it is in compliance with the E-Verify requirements set forth in § 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. Either party may immediately terminate the Agreement upon notice to the other party on a good faith belief that the other party is knowingly in breach of this warranty. In the event of such termination, IDA shall only owe

USF for the products and/or services delivered by the effective date of such termination and USF shall not owe any termination penalty or damages to IDA whatsoever.

XIV. FORCE MAJEURE

No default, delay or failure to perform on the part of either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities; declared state of emergency; epidemics; pandemics; acts of terrorism; war; embargoes; fires; earthquakes; hurricanes; acts of God; or default of common carrier. Unless impossible or unreasonable based on the circumstances causing such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform. The parties hereby acknowledge some defaults or failures to perform may not be cured by additional time.

XV. NOTICES

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

XVI. INDEMNIFICATION

Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any person, firm or corporation not a party to the Agreement. Indemnification shall be limited to the extent provided by section 768.28 Florida Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied waiver of sovereign immunity under Florida Law.

XVII. GENERAL PROVISIONS

Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

Successors and Assigns: Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

IF THE INSTITUTE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INSTITUTE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE HARDEE COUNTY IDA'S CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030 or info@hardeemail.com or 107 EAST MAIN STREET, PO BOX 458, WAUCHULA, FLORIDA 33873.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

Hardee County IDA

University of South Florida, Board of Trustees, a public body corporate for its Florida Institute of Government

By: _____
Chairman

By: _____
Name: Angela Crist, Director

Attachment: HardeeHousing (USF Housing Study Proposal)

EXHIBIT B
METHOD OF PAYMENT

As consideration for the services rendered by the Institute under the terms of this Agreement, Hardee County IDA shall pay the Institute on a fixed price basis in the amount of \$97,155.00

The Institute shall submit an invoice after completion of each phase of the project between January 2022 and August 2022.

Exhibit A



the John Scott Dailey
**FLORIDA
 INSTITUTE OF
 GOVERNMENT**
 at the University of South Florida

**We specialize in realizing and
 implementing big ideas in
 the public sector.**

Proposal:
 Hardee County Housing Development Study

November 16, 2021

Prepared for:

Bill Lambert
 Economic Development Director
 863-773-3030
 bill.lambert@hardeemail.com

Prepared by:

Angela Crist, Director University of South Florida
 Institute of Government 4202 E Fowler Avenue, SOC 107
 Tampa, FL 33620
 813-857-8801
 acrist@usf.edu

Attachment: Hardee County Housing Development Proposal Exhibit A (USF Housing Study Proposal)

ANTICIPATED SCOPE OF WORK

BACKGROUND

The FIOG understands that the Hardee County Industrial Development Authority (IDA), a public organization, is seeking assistance to conduct a housing inventory study, understand the current and future housing needs within the county and recommended attainable housing development strategies for economic development. The IDA is requesting these services from an outside organization that has broad-based economic development and analytical research experience as well as access to university faculty, staff and consultants specializing in economic and housing policy analysis expertise in the economic development field.

After some preliminary research and discussions with IDA staff, it is our understanding that there are obstacles for many employees to live within Hardee County due to a lack of entry level housing and a shortage of rental units. IDA staff indicated their desire for local businesses and their employees to LIVE-WORK-PLAY within Hardee County. The IDA is interested in recommended economic development strategies that support infrastructure improvements and housing development initiatives within Hardee County for economic sustainability.

PROPOSED SCOPE OF WORK

Phase 1: Housing Inventory Study

The USF Research Team will collect housing and population statistics, analyze the data and develop a report of the current housing inventory and projected needs within Hardee County. This phase will include analysis on housing resources available, population projections, and estimated land costs. The USF Research Team will use data available from both public sources (Shimberg Center for Housing Studies at the University of Florida, Hardee County Property Appraiser's, State Census Data) and proprietary sources (ESRI business analyst, real estate industry).

- Task 1.1** Identify and determine available sources of data on housing inventory, population projections and land costs within Hardee County.
- Task 1.2** Work with the Shimberg Center for Housing Studies at the University of Florida, Hardee County Property Appraiser's Office as well as proprietary sources such as ESRI business analyst and members of the real estate industry to gather data and put into appropriate charts and graphs for analysis.
- Task 1.3** Develop preliminary report to include policy analysis on current housing status and projected needs, case study analysis, industry standard best practices and literature review of academic knowledge relevant to similar rural communities throughout the United States.

Deliverable: Phase 1 Report: Housing Inventory Study and Policy Analysis (*raw data sets, best practice articles and literature*)

Phase 2: Hardee County "The State of Housing"

During Phase 2 of the proposed scope of work, the USF Research Team will collect additional information from existing reports, plans and regulations relevant to housing within Hardee County. Qualitative data will also be collected through various stakeholder interviews and a windshield survey. All data reviewed and collected will be presented in a Phase 2 Report: Hardee County "The State of Housing" with GIS maps and graphics.

Task 2.1 Review existing technical housing data to include but not limited to: Land Development Regulations, Comprehensive Plan, Future Land Use Plan.

Task 2.2 Conduct interviews with various stakeholders to better understand specific needs and gaps in housing such as the Central Florida Regional Planning Council, CRA staff, residential realtors and others as deemed appropriate.

Task 2.3 Identify administrative hurdles to housing production (particularly attainable housing) and potential regulatory incentives.

Task 2.4 Review recent building permit data and determine where investment is occurring. *(GIS Maps)*

Task 2.5 Conduct a Windshield Survey to identify areas where existing housing stock is substandard, neighborhood conditions are lacking and where infill development opportunities exist; develop housing stock rating system of general conditions; and identify areas where new housing can be built (i.e., greenfield development or subdivision expansion). *(GIS Maps)*

Deliverable: Phase 2 Report: Hardee County “The State of Housing” *(GIS Maps)*

Phase 3: Attainable Housing Recommendations and Future Steps

Task 3.1 The USF Research Team will determine from the Phase 1 and Phase 2 Reports recommended economic development strategies for housing improvements and development within Hardee County to include a prioritization of implementation strategies such as regulatory revisions regarding housing as it relates to economic development and housing strategies that support economic development initiatives for current and future housing needs in Hardee County.

Deliverable: Final Report: Attainable Housing Recommendations and Future Steps

ANTICIPATED TIMELINE

The timeline may be adjusted at the discretion of IDA staff. The total project duration to complete all phases and deliverables is approximately 12 – 16 months from execution of a signed contract.

Note: This outline is tentative and will be refined based on initial consultation with the IDA staff. It is intended to serve as a starting point for discussions to develop a final project design.

Phase 1: Housing Inventory Study	January 2022 – June 2022
Phase 2: Hardee County “The State of Housing”	January 2022 - June 2022
Phase 3: Attainable Housing Recommendations and Future Steps	June 2022 - August 2022

ESTIMATED INVESTMENT

Based on the scope and expected deliverables, the estimated cost to cover the FIOG's costs to complete the proposed Housing Study for Hardee County is \$97,155.00

The FIOG is excited about the opportunity to work with the Hardee County IDA. We believe the service provided will be a significant benefit to your organization and community. We look forward to working with you.

THE PROJECT TEAM – PERSONNEL

Angela Crist, MPA, serves as the Director of the USF FIOG. Ms. Crist has a proven track record as a high energy, results driven leader recognized for innovative strategies and tactics. Her excellent problem solving and customer-oriented focus have created value and managed client expectations to obtain mutual benefit. With over 15 years of experience, Angela has built and led new department or groups with related staff training and mentoring to attain long-term business goals. She has consistently achieved positive results by motivating and leading organizations to identify, develop and capitalize on business opportunities by forging alliance across organizational boundaries. Her professional affiliations include Florida City and County Management Association, Florida League of Cities, Florida Association of Counties, USF Alumni Association, and Leadership Tampa Bay Alumni Association.

Elizabeth Strom, PhD, is Associate Professor in the School of Public Affairs at the University of South Florida. She previously served as the Director of USF's Office of Community Engagement and Partnerships. Dr. Strom has published on urban development and affordable housing issues in such journals as the Urban Affairs Review, Journal of Urban Affairs, and Housing Policy Debates. She is the author of two books, Building the New Berlin: The Politics of Urban Development in Germany's Capital (Lexington Books 2001) and The Urban Politics Reader (Routledge 2007). She has also been active in carrying out assessments and evaluations for local governments and community-based organizations. Dr. Strom holds a PhD in Political Science from the City University of New York (1996), a Masters in City Planning from the Massachusetts Institute of Technology (1985), and a BA from Swarthmore College (1980). Prior to joining the faculty of the University of South Florida she was Associate Professor of Political Science at Rutgers University-Newark.

Trent Green, PhD, is Associate Professor of Architecture and Urban Design, teaches architectural design and urban/community design studio courses, and seminar courses on housing and community design at the University of South Florida's School of Architecture & Community Design. Professor Green's areas of research includes urban/community design planning, economic development/community revitalization, housing/residential development strategies and development regulations. He has developed community revitalization strategies and urban design plans for a number of Florida communities. Professor Green earned his Master of Architecture in Urban Design degree from Harvard University's Graduate School of Design, his Bachelor in Architecture from Hampton Institute (University) and his Associate of Arts from Polk Community College. He also completed additional studies at the Massachusetts Institute of Technology Center for Real Estate Development.

Mary Jane Stanley

Mary Jane Stanley is President of Stanley Advisory Associates, a Tampa based firm that specializes in a variety of economic development areas including strategic planning and action plans; organizational development; site location; permitting assistance; emergency management; and local and state incentive assistance for public and private clients. MJ recently created Stanley Advisory Associates after spending 10 years as the President & CEO of the Pasco Economic Development Council. She has over 30 years of experience in both the public and private sectors. MJ has published numerous articles on economic development and the certification process. She is also a frequent speaker at conferences on performance measurements, perspectives on economic development, managing economic development organizations, and preparing for becoming a certified economic developer. She is a member of IEDC's Education and Certification Committee. MJ has a BA from the University of Florida and an MBA in Real Estate Development and Management from Nova Southeastern University. She is a Past Chairman of the Florida Economic Development Council.

Robyn Odegard, MA, serves as the Program Planner and Analyst with the Florida Institute of Government at USF. In this role, she serves as project manager, program manager, and research administrator. Robyn holds certifications as a Certified Associate in Project Management (CAPM) from the Project Management Institute and CRA USF-ADVANCED certification from USF Research and Innovation. She received her MA in Political Science from the University of South Florida and BA from the University of Northern Iowa.

DESCRIPTION OF ORGANIZATION

The John Scott Dailey Florida Institute of Government (FIOG) was created by the Florida Legislature in 1980 and subsequently designated as a Type I Institute by the Florida Board of Regents. The institute fulfills its statewide mission through a consortium of six (6) affiliate program offices located at the Florida State University, the University of Florida, the **University of South Florida**, the University of Central Florida, Florida Atlantic University, and Florida Gulf Coast University.

The FIOG at USF works directly with all USF faculty, staff and practitioner's university-wide to bring their expertise to our clients. All of our USF faculty, staff and practitioners are highly qualified and provide top notch services in a variety of critical areas including developing and implementing training and research programs, services, and grant and contract administration activities involving federal, state, and local governments, non-profit organizations, and the private sector.

In January 2013, the School of Public Affairs (SPA) at the University of South Florida (USF) was created to merge the graduate programs in Urban and Regional Planning and Public Administration, as well as **the John Scott Dailey Florida Institute of Government**. The faculty consists of interdisciplinary group of scholars and former practitioners who share a common commitment to student learning, top-notch scholarship and applied community engagement.

The School's John Scott Dailey Florida Institute of Government (FIOG) provides training and technical assistance to local and state government officials, volunteers and the general public on a wide range of topics, such as team building, strategic planning, goal setting and effective communication. The FIOG partners University professionals from a variety of disciplines with organizational leaders charged with solving specific local issues to identify, evaluate and implement effective solutions. For the purposes of this project.

OUR SERVICE CAPABILITIES

The John Scott Dailey Florida Institute of Government (FIOG at USF) works directly with all USF faculty, staff and practitioner's university-wide to bring their expertise to our clients. As part of a regional structure for enhanced relationships, the FIOG serves government and non-profit entities within a 9- county region including Hardee, Hernando, Highlands, Hillsborough, Manatee, Pasco, Pinellas, Polk and Sarasota.

With over 25 years of experience in the local community, the Florida Institute of Government at the University of South Florida has a vast history of helping government and non-profit entities through visioning and strategic planning processes, offering and coordinating trainings, technical assistance, and applied research projects for the local community. Since 1995, the institute has conducted approximately 24,793 workshops and conferences statewide in Florida—an average of 2,749 per year. Also, during this same time, approximately 580,685 participants, the large majority of whom represent officials and employees from local government in Florida, have attended programs resulting in over 2.6 million professional contact hours. The institute has also conducted an estimated 1,190 technical assistance and applied research projects, an average of 119 annually.

November 2021 Director's report

(Updated from October)

(New comments are in italics)

The interest in Hardee County has not slowed! Older projects are grinding along and appear to be on the precipice of procuring funding! Several new projects have recently been added to the project list. Housing in general and housing as a major contributor to labor shortages is an imminent problem that must be addressed soon!

- **Solar project:** The final survey of the property should be completed in October and the first year's lease payments will be made by the end of the 2021 year. We recently sent a drone over the property to provide a "birds-eye" view of the progress.
We learned recently that the project was set back for 45 days due to an industrial accident. Construction should have resumed on November 15.
- **Hardee Fresh and Old hospital facility:** The company is in the design phase of development. EDC Staff is working with them on employee training opportunities...
- **Commerce Park:** *We are working with the project manager and the various contractors to complete final "touches" to the park expansion. Krystin will be setting up a ribbon cutting soon!*
- **Olives, Pongamia, Pomegranates, hops, and hemp:** *We plan to have a University of Florida representative make a presentation to the IDA after the first of 2022! We continue to "negotiate" with the University of Florida regarding the development of a contract for the IDA to fund additional R and D on CRISPR cas 9 olive cultivar hybridization. Pongamia is doing excellent. Pomegranates need approved fungicides developed for Florida. Hops are being further developed by the University of Florida and we have ceased growing them at this time. Hemp interests remain focused on CBD/CBG alkaloidal extractions.*
- **Hemp Extract facility:** This company is anxious to finalize a lease purchase contract with the IDA. Its principals are from an established company in Oklahoma and local investor/growers. The commerce park appears to be the best location for them, but they have been interested in the SR 62 packing house property. *The company has advised us they are in the last stages of their initial capital raise...*
- **Hogan Street:** *We hope to have a contract related to divestiture of the Incubator property for discussion at the November meeting. We expect to re-initiate the paving of Hogan Street after the first of the year, subject to several different development possibilities affecting the property. We have multiple entities interested in the property where*

Innovation Place is located, and relocation of those tenants must be resolved. The Hogan Street corridor will impact divestiture positively or negatively depending on how the land is re-developed...i.e.: a chain fueling center or an outpatient surgery center.

- **Carlton Street:** *Final items are in the process of completion for transfer to the City of Wauchula. Ribbon cutting soon!*
- **Pacer Marine:** *The groundbreaking ceremony was well attended, and construction has begun! There has been tremendous progress on the construction of this facility.*
- **R. Riveter:** *Construction is well underway! Building reinforcement framing has been installed and windows are being restored!*
- **Housing Study:** *We have a proposal from the Florida Institute of Government to perform a housing study. It will be discussed at the November meeting.*
- **H and P Trailer:** *A number of issues have led this company to abandon operations in the County. Supply problems, along with other issues have led up to the company giving our office notice of their intent to return all operations at their location on US 17 back to Iowa.*
- **Innovar Structures, LLC:** *We continue relocation discussions with the company. Additionally, they are looking for property to develop workforce housing upon. There are many parts to the successful relocation of this company to the commerce park. Innovar has an option to purchase the Winn-Dixie property. **We must first procure a release of that purchase option from Innovar before we can execute an option to sell to a national retailer (Racetrac).** We are identifying and discussing issues to be resolved with Innovar related to their pending agreement to relocate. Building costs are astronomical at this time, thus, it may make more sense to leave them at the Winn-Dixie site for another 6 months before we finalize relocation options.*
- **Hardee Nutritional:** *We have met with this company recently to finalize site selection. Staff confidence level is high regarding the company's development at the commerce park. Additional details will be provided at the meeting. This company grows and processes algae into cosmetic, nutraceutical and pharmaceutical uses.*
- **126 West Main (Utilitech):** *The total estimated cost for all improvements to the project (\$182,640) are within the proposed budgeted amount. Construction will continue soon!*
- **New company...Studpac, MUSA:** *The company has been in touch with the office recently. They have acknowledged procurement of financing...*

- Cesaroni Technologies:** *The company continues to increase production capacity! We are continuing discussions related to the feasibility of modifying the current facility to accommodate a copper mini-mill production facility with 1 million pounds/year production capacity. This process would produce recycled copper for conversion to copper powder exclusively for military and police fragmented projectile supplies. Cesaroni and Space Florida would fund the mill equipment and we would modify the lease to reflect the increased capital expenditure related to building expansion (3000 square feet, est.)*
- Utilities consolidation:** *The assimilation of data for the study has commenced and the contractor is working with all of the municipalities and the County. The utilities committee has met with the contractor and is in the process of submitting data and information for analysis related to the feasibility of forming one consolidated utility entity for Hardee County and its sister municipalities.*
- New Project (Project Blue):** *An established company from the west coast of Florida with a long-term existence as an international medical industry supplier has expressed great interest in relocating to Hardee County. The company has been shown several sites around the county including the Wauchula Municipal Airport and the Commerce Park. We continue to work with this company regarding relocation of two of its existing facilities in other areas of the State to Hardee County. We hope to have agreed upon a site in the next 45 days. We will have a public presentation from the company at some point in early 2022.*
- State Farmer’s Market:** *We have remained in touch with the Florida Department of Agriculture regarding their intent to divest of property in Wauchula. They will proffer a price to us soon for the IDA to consider. We will have a discussion related to item at the November board meeting.*

Our next meeting will be on Tuesday, November 23 at 8:30 am at the Hardee County BOCC!

Thank you for your service!

Bill

Hardee County Industrial Development Authority
 General Fund (Including EDA Grant Activity) - Budget Amendment November 23, 2021
 For Fiscal Year October 1, 2020 through September 30, 2021

	Increase / (Decrease)	
Utilization of General Fund Balance Carry Forward		
Unassigned	\$ -	
Revenue Increases (Decrease):		
Transfer In - Mosaic Ona Mine Funds	23,400	(4)
Total Fund Balance Carry Forward and Additional Revenues	\$ 23,400	
Appropriations:		
Expenditures:		
Professional Fees - Legal/Accounting	\$ 5,100	(2)
Professional Fees - Appraisals/Studies	8,500	(1)
Miscellaneous	18,200	(1)
Office expense	250	(1)
Property Taxes	1,300	(2)
Advertising	150	(2)
Landscaping & Grounds	(10,000)	(3)
Utilities	(57,740)	(3)
Insurance	45,000	(2)
Repairs & Maintenance	(10,000)	(3)
Capital Outlay:		
Property Management	22,640	(1)
Total Appropriations	\$ 23,400	

(1) - These expenditures were not included on the originally adopted budget.

(2) - These expenditures were budgeted too low on the originally adopted budget.

(3) - Reclass available excess budget to other expenditures.

(4) - Additional Administrative Fee Supplement from Ona Mine Funds.

Hardee County Industrial Development Authority

Mosaic S. Ft. Meade Special Revenue Fund - Budget Amendment November 23, 2021

For Fiscal Year October 1, 2020 through September 30, 2021

		Increase / (Decrease)	
Utilization of Fund Balance Carry forward and increases to Mosaic Grants			
Fund Balance Carry Forward for current year appropriations	\$ 547,000		(2)
IDA Marketing	34,300		(1)
Spec Building 11	6,000		(3)
Rapid Systems	300		(1)
	\$ 587,600		
Total Fund Balance Carry forward adjustment and Mosaic Fund Allocations			
	\$ 587,600		
 Appropriations:			
Grant Expenditures:			
Ag Test Plot	\$ 4,000		(4)
IDA Marketing	34,300		(1)
Rapid Systems	300		(1)
Capital Outlay:			
Ag Test Plot	(4,000)		(4)
Florida Hospital Retrofit	547,000		(2)
Spec Building 11	6,000		(3)
	\$ 587,600		
Total Appropriation Adjustments			
	\$ 587,600		

(1) - Increase Mosaic grant allocation to provide additional budget for grant expenditures incurred in fye 2021.

(2) - Increase the use of fund balance carry forward to increase budget for additional capital outlay related to the expense fund inventory that was reported on the balance sheet.

(3) - Increase Mosaic grant allocation to provide additional budget for capital outlay expenditures incurred in fye 2021 for Spec Building 11.

(4) - Reclass Ag Test Plot budget allocation from capital outlay to grant expenditures.

RESOLUTION NO. 2021-09

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING A BUDGET AMENDMENT TO THE ADOPTED FISCAL YEAR 2020-2021 BUDGET.

WHEREAS, Hardee County Industrial Development Authority is a dependent special district subject to Chapter 189, Florida Statutes;

WHEREAS, the Hardee County Industrial Development Authority, by and through its governing body, adopted a budget for fiscal year 2020-2021 (the "Budget");

WHEREAS, amendment to the Budget is desired; and

WHEREAS, Section 189.016(6), Florida Statutes, requires the governing body of each special district to adopt certain budget amendments by resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY THAT:

1. The above recitals are true and correct and are hereby incorporated by reference.
2. The Budget is hereby amended in accordance with Exhibit "A" attached hereto.
3. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this ____ day of _____, 2021.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Chairman

ATTEST:

By: _____

Name: _____

Attachment: RES - IDA Budget Amendment #9 (Resolution 2021-09- Approval of Budget Amendments FYE 2021)

Hardee County Industrial Development Authority
Mosaic Ona Mine Special Revenue Fund - Workforce Development Fund
Budget Amendment November 23, 2021
For Fiscal Year October 1, 2020 through September 30, 2021

		Increase / (Decrease)
Utilization and adjustment of Fund Balance Carry forward - Mosaic Ona Mine Fund Allocation:		
Fund Balance Carry Forward	\$ 627,521	(1)
Total Fund Balance Carry forward adjustments	\$ 627,521	
Appropriations:		
Grant Expenditures:		
Hardee Co. Education Foundation	\$ -	
Fund Balance Carry Forward to FY 2022	627,521	(1)
Total Appropriation Adjustments and Fund Balance Carry Forward to FY 2022	\$ 627,521	

(1) - Increase fund balance carry forward so it will agree to year end September 30, 2020 financial statements and increase fund balance carry forward to FY 2022.

RESOLUTION NO. 2021-10

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING A BUDGET AMENDMENT TO THE ADOPTED FISCAL YEAR 2020-2021 ONA MINE BUDGET.

WHEREAS, Hardee County Industrial Development Authority is a dependent special district subject to Chapter 189, Florida Statutes;

WHEREAS, the Hardee County Industrial Development Authority, by and through its governing body, adopted a budget for fiscal year 2020-2021 (the “Ona Mine Budget”);

WHEREAS, amendment to the Budget is desired; and

WHEREAS, Section 189.016(6), Florida Statutes, requires the governing body of each special district to adopt certain budget amendments by resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY THAT:

1. The above recitals are true and correct and are hereby incorporated by reference.
2. The Budget is hereby amended in accordance with Exhibit “A” attached hereto.
3. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this ____ day of _____, 2021.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Chairman

ATTEST:

By: _____

Name: _____

Attachment: RES - IDA Budget Amendment #10 (Resolution 2021-10- Approval of Budget Amendments FYE 2021 Ona Mine)

10:03 AM
10/14/21
Cash Basis

Hardee County Economic Development
Balance Sheet
As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	5,456.26
Total Checking/Savings	5,456.26
Total Current Assets	5,456.26
Fixed Assets	
Accum. Depreciation	-7,205.05
Office Equipment	11,280.66
Total Fixed Assets	4,075.61
TOTAL ASSETS	9,531.87
LIABILITIES & EQUITY	
Equity	
3010 - Unrestrict (retained earnings)	12,580.02
Net Income	-3,048.15
Total Equity	9,531.87
TOTAL LIABILITIES & EQUITY	9,531.87

Attachment: September 2021 Financials (September 2021 EDC/IDA Financials)

10:03 AM
10/14/21
Cash Basis

Hardee County Economic Development
Profit & Loss
September 2021

	Sep 21
Ordinary Income/Expense	
Income	
Reimbursements	50.03
Rent	1,574.99
Total Income	1,625.02
Expense	
023-0 · Life/Health Insurance	6,206.58
025-0 · Payroll Expenses	31,749.11
031-0 · Professional Services	321.45
040-0 · Travel	90.60
043-0 · Utilities	1,007.52
044-0 · Rentals/Leases	2,297.32
048-0 · Promotional	548.26
051-0 · Office Supplies	2,297.50
052-0 · Operating Supplies	25.00
054-0 · Books, Dues, & Subscriptions	86.97
8500 · Misc expenses	574.99
Total Expense	45,205.30
Net Ordinary Income	-43,580.28
Net Income	-43,580.28

Attachment: September 2021 Financials (September 2021 EDC/IDA Financials)

10:05 AM
10/14/21
Accrual Basis

Hardee County Industrial Development Authority
Balance Sheet
As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	843,670.07
101013 · WSB Mosaic CD	6,105,995.34
101014 · WSB Mosaic Checking	7,797,410.66
Total Checking/Savings	14,747,076.07
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	16,349.26
Total Accounts Receivable	16,349.26
Other Current Assets	
133012 · Fla Hospital Prop for resale	1,174,347.59
133016 · R. Riverter LOC	201,568.68
Total Other Current Assets	1,375,916.27
Total Current Assets	16,139,341.60
Fixed Assets	
Land Available for Sale	
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
Total Land Available for Sale	533,075.80
Total Fixed Assets	533,075.80
Other Assets	
Due From Other Funds	
140001 · Due from GF	1,108.98
240000 · Due to SR	-1,108.98
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	385,571.90
133111 · Due from State of Florida	296,294.42
Total Due From Other Governments	681,866.32
Total Other Assets	681,866.32
TOTAL ASSETS	17,354,283.72
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	6,847.44
220011 · Prepaid Rent - Tech River	36,000.00
Total Other Current Liabilities	42,847.44
Total Current Liabilities	42,847.44
Total Liabilities	42,847.44
Equity	
Fund Balance	
3000 · Nonspendable	552,109.83
3001 · Restrictd for Economic Dev Proj	12,177,746.18

Attachment: September 2021 Financials (September 2021 EDC/IDA Financials)

10:05 AM
10/14/21
Accrual Basis

Hardee County Industrial Development Authority
Balance Sheet
As of September 30, 2021

	<u>Sep 30, 21</u>
3003 · Unassigned	<u>2,677,355.04</u>
Total Fund Balance	15,407,211.05
32000 · Unrestricted Net Assets	2,538,643.70
Net Income	-634,418.47
Total Equity	<u>17,311,436.28</u>
TOTAL LIABILITIES & EQUITY	<u><u>17,354,283.72</u></u>

Attachment: September 2021 Financials (September 2021 EDC/IDA Financials)

10:06 AM
10/14/21
Accrual Basis

Hardee County Industrial Development Authority
Profit & Loss
September 2021

	Sep 21
Ordinary Income/Expense	
Income	
337500 · EDA Proceeds Gen FD	385,571.90
337502 · State of Florida Grant Income	296,294.42
361100 · Interest Income gen fd	79.29
361101 · Interest income Mosaic accts	2,526.18
362001 · Rental Income	50,479.90
Total Income	734,951.69
Expense	
5193100 · Professional Fees Legal	2,930.95
5193103 · Professional fees appraisals	6,500.00
519320 · Accounting and audit	1,738.50
519321 · Meeting Security	126.00
519322 · Travel	401.52
5193400 · Landscaping and Grounds	2,475.00
5194301 · Utilities	8,488.75
519460 · Repairs and Maintenance GF	3,093.00
5194601 · Repairs and Maintenance	1,438.56
5195206 · Grove Caretaking/Fertilizer	4,529.80
519840 · Grant expenses	253,500.00
6000 · Capital Outlay	372,417.15
Total Expense	657,639.23
Net Ordinary Income	77,312.46
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	76.66
Total Other Income	76.66
Net Other Income	76.66
Net Income	77,389.12

Attachment: September 2021 Financials (September 2021 EDC/IDA Financials)

Hardee County Industrial Development Authority
Profit & Loss by Class
September 2021

10:06 AM
 10/14/21
 Accrual Basis

	R. Riveter-EDA Grant (General Fund)	Spec Building 10- EDA Grant (General Fund)	Florida Job Growth Grant (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	250,000.00	135,571.90	0.00
337502 · State of Florida Grant Income	0.00	0.00	296,294.42
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
Total Income	250,000.00	135,571.90	296,294.42
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	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	250,000.00	0.00	0.00
6000 · Capital Outlay	0.00	126,571.90	241,845.25
Total Expense	250,000.00	126,571.90	241,845.25
Net Ordinary Income	0.00	9,000.00	54,449.17
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00
Net Income	0.00	9,000.00	54,449.17

Hardee County Industrial Development Authority
Profit & Loss by Class
September 2021

	Administrative (General Fund)	Fla Hospital Overhead (General Fund)	Incubator Overhead (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
337502 · State of Florida Grant Income	0.00	0.00	0.00
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	5,536.20
Total Income	0.00	0.00	5,536.20
Expense			
5193100 · Professional Fees Legal	2,930.95	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00
519320 · Accounting and audit	1,738.50	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	800.00	275.00
5194301 · Utilities	0.00	3,510.48	3,616.02
519460 · Repairs and Maintenance GF	0.00	734.00	2,359.00
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
Total Expense	4,669.45	5,044.48	6,250.02
Net Ordinary Income	-4,669.45	-5,044.48	-713.82
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	3.78
Total Other Income	0.00	0.00	3.78
Net Other Income	0.00	0.00	3.78
Net Income	-4,669.45	-5,044.48	-710.04

10:06 AM
10/14/21
Accrual Basis

Hardee County Industrial Development Authority
Profit & Loss by Class
September 2021

	Property Management (General Fund)	Spec Buildings1 & 3(2275&2239) (General Fund)	Spec Building 4 (TechRiver) (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
337502 · State of Florida Grant Income	0.00	0.00	0.00
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	2,299.49	10,872.46	6,000.00
Total Income	2,299.49	10,872.46	6,000.00
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	0.00
5193400 · Landscaping and Grounds	600.00	0.00	0.00
5194301 · Utilities	725.46	0.00	164.96
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	1,036.05	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00
Total Expense	2,361.51	0.00	164.96
Net Ordinary Income	-62.02	10,872.46	5,835.04
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	1.00	30.00	0.00
Total Other Income	1.00	30.00	0.00
Net Other Income	1.00	30.00	0.00
Net Income	-61.02	10,902.46	5,835.04

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

	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)	Winn Dixie Property - GF (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
337502 · State of Florida Grant Income	0.00	0.00	0.00
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	13,241.75	3,750.00	8,780.00
Total Income	13,241.75	3,750.00	8,780.00
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	800.00
5194301 · Utilities	0.00	429.83	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	0.00	0.00
Total Expense	0.00	429.83	800.00
Net Ordinary Income	13,241.75	3,320.17	7,980.00
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	21.52	6.09	14.27
Total Other Income	21.52	6.09	14.27
Net Other Income	21.52	6.09	14.27
Net Income	13,263.27	3,326.26	7,994.27

Hardee County Industrial Development Authority
Profit & Loss by Class
September 2021

	General Fund - Other (General Fund)	Total General Fund	Ag Test Plot (Special Revenue)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	385,571.90	0.00
337502 · State of Florida Grant Income	0.00	296,294.42	0.00
361100 · Interest Income gen fd	79.29	79.29	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	50,479.90	0.00
Total Income	79.29	732,425.51	0.00
Expense			
5193100 · Professional Fees Legal	0.00	2,930.95	0.00
5193103 · Professional fees appraisals	6,500.00	6,500.00	0.00
519320 · Accounting and audit	0.00	1,738.50	0.00
519321 · Meeting Security	126.00	126.00	0.00
519322 · Travel	0.00	0.00	401.52
5193400 · Landscaping and Grounds	0.00	2,475.00	0.00
5194301 · Utilities	0.00	8,446.75	42.00
519460 · Repairs and Maintenance GF	0.00	3,093.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	1,438.56
5195206 · Grove Caretaking/Fertilizer	0.00	1,036.05	3,493.75
519840 · Grant expenses	0.00	250,000.00	0.00
6000 · Capital Outlay	0.00	368,417.15	4,000.00
Total Expense	6,626.00	644,763.40	9,375.83
Net Ordinary Income	-6,546.71	87,662.11	-9,375.83
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	76.66	0.00
Total Other Income	0.00	76.66	0.00
Net Other Income	0.00	76.66	0.00
Net Income	-6,546.71	87,738.77	-9,375.83

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

	IDA Marketing Program (Special Revenue)	Special Revenue - Other (Special Revenue)	Total Special Revenue
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
337502 · State of Florida Grant Income	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00
361101 · Interest Income Mosaic accts	0.00	2,526.18	2,526.18
362001 · Rental Income	0.00	0.00	0.00
Total Income	0.00	2,526.18	2,526.18
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
5193103 · Professional fees appraisals	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
519321 · Meeting Security	0.00	0.00	0.00
519322 · Travel	0.00	0.00	401.52
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	42.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	1,438.56
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	3,493.75
519840 · Grant expenses	3,500.00	0.00	3,500.00
6000 · Capital Outlay	0.00	0.00	4,000.00
Total Expense	3,500.00	0.00	12,875.83
Net Ordinary Income	-3,500.00	2,526.18	-10,349.65
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00
Net Income	-3,500.00	2,526.18	-10,349.65

Hardee County Industrial Development Authority
Profit & Loss by Class
 September 2021

	TOTAL
Ordinary Income/Expense	
Income	
337500 · EDA Proceeds Gen FD	385,571.90
337502 · State of Florida Grant Income	296,294.42
361100 · Interest Income gen fd	79.29
361101 · Interest income Mosaic accts	2,526.18
362001 · Rental Income	50,479.90
Total Income	734,951.69
Expense	
5193100 · Professional Fees Legal	2,930.95
5193103 · Professional fees appraisals	6,500.00
519320 · Accounting and audit	1,738.50
519321 · Meeting Security	126.00
519322 · Travel	401.52
5193400 · Landscaping and Grounds	2,475.00
5194301 · Utilities	8,488.75
519460 · Repairs and Maintenance GF	3,093.00
5194601 · Repairs and Maintenance	1,438.56
5195206 · Grove Caretaking/Fertilizer	4,529.80
519840 · Grant expenses	253,500.00
6000 · Capital Outlay	372,417.15
Total Expense	657,639.23
Net Ordinary Income	77,312.46
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	76.66
Total Other Income	76.66
Net Other Income	76.66
Net Income	77,389.12

10:08 AM
 10/14/21
 Accrual Basis

Hardee County Industrial Development Authority
Balance Sheet
 As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	3,087,388.47
Total Checking/Savings	3,087,388.47
Total Current Assets	3,087,388.47
TOTAL ASSETS	3,087,388.47
LIABILITIES & EQUITY	
Equity	
Retained Earnings	2,851,323.74
Net Income	236,064.73
Total Equity	3,087,388.47
TOTAL LIABILITIES & EQUITY	3,087,388.47

Attachment: September 2021 Financials (September 2021 EDC/IDA Financials)

10:09 AM
10/14/21
Accrual Basis

Hardee County Industrial Development Authority
Profit & Loss
September 2021

	Sep 21
Ordinary Income/Expense	
Income	
Interest Income	82.79
Total Income	82.79
Expense	
Grant Expenditures	
Carlton Street	215,921.79
Hardee Co. Education Foundation	12,220.16
Total Grant Expenditures	228,141.95
Total Expense	228,141.95
Net Ordinary Income	-228,059.16
Net Income	-228,059.16

Attachment: September 2021 Financials (September 2021 EDC/IDA Financials)

1:22 PM
11/17/21
Cash Basis

Hardee County Economic Development
Balance Sheet
As of October 31, 2021

	Oct 31, 21
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	113,930.88
Total Checking/Savings	113,930.88
Total Current Assets	113,930.88
Fixed Assets	
Accum. Depreciation	-7,205.05
Office Equipment	10,657.17
Total Fixed Assets	3,452.12
TOTAL ASSETS	117,383.00
LIABILITIES & EQUITY	
Equity	
3010 - Unrestrict (retained earnings)	8,908.38
Net Income	108,474.62
Total Equity	117,383.00
TOTAL LIABILITIES & EQUITY	117,383.00

Attachment: EDC Balance Sheet (October 2021 EDC/IDA Financials)

1:23 PM
11/17/21
Cash Basis

Hardee County Economic Development
Profit & Loss
October 2021

	Oct 21
Ordinary Income/Expense	
Income	
Rent	1,000.00
Transfer In - IDA	150,000.00
Total Income	151,000.00
Expense	
023-0 · Life/Health Insurance	2,425.46
025-0 · Payroll Expenses	32,115.72
031-0 · Professional Services	356.45
040-0 · Travel	403.76
043-0 · Utilities	1,501.05
044-0 · Rentals/Leases	2,297.32
046-0 · Repairs & Maintenance	105.93
048-0 · Promotional	145.57
051-0 · Office Supplies	976.92
052-0 · Operating Supplies	368.37
054-0 · Books, Dues, & Subscriptions	1,416.83
8500 · Misc expenses	412.00
Total Expense	42,525.38
Net Ordinary Income	108,474.62
Net Income	108,474.62

Attachment: EDC Profit and Loss (October 2021 EDC/IDA Financials)

2:01 PM

Hardee County Industrial Development Authority

Balance Sheet

11/17/21

As of October 31, 2021

Accrual Basis

	Oct 31, 21
ASSETS	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	631,581.67
101013 · WSB Mosaic CD	6,108,253.72
101014 · WSB Mosaic Checking	7,571,932.01
Total Checking/Savings	14,311,767.40
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	17,099.48
Total Accounts Receivable	17,099.48
Other Current Assets	
133016 · R. Riverter LOC	213,421.64
Total Other Current Assets	213,421.64
Total Current Assets	14,542,288.52
Fixed Assets	
Land Available for Sale	
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
Total Land Available for Sale	533,075.80
Total Fixed Assets	533,075.80
Other Assets	
Due From Other Funds	
140001 · Due from GF	390,830.59
240000 · Due to SR	-390,830.59
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	824,864.66
133111 · Due from State of Florida	602,860.87
Total Due From Other Governments	1,427,725.53
Total Other Assets	1,427,725.53
TOTAL ASSETS	16,503,089.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202000 · Accounts Payable	31,041.46
Total Accounts Payable	31,041.46
Other Current Liabilities	
220004 · Sales Tax Payable	7,194.11
220011 · Prepaid Rent - Tech River	30,000.00
220012 · Riveter Security Deposit	1,250.00
222005 · Retainage Payable - GF	273,047.59
Total Other Current Liabilities	311,491.70
Total Current Liabilities	342,533.16

Attachment: IDA Balance Sheet (October 2021 EDC/IDA Financials)

2:01 PM

Hardee County Industrial Development Authority

Balance Sheet

11/17/21

As of October 31, 2021

Accrual Basis

	Oct 31, 21
Total Liabilities	342,533.16
Equity	
Fund Balance	
3000 - Nonspendable	553,004.83
3001 - Restricted for Economic Dev Proj	15,022,625.88
3003 - Unassigned	2,370,224.04
Total Fund Balance	17,945,854.75
32000 - Unrestricted Net Assets	-1,110,693.63
Net Income	-674,604.43
Total Equity	16,160,556.69
TOTAL LIABILITIES & EQUITY	16,503,089.85

Attachment: IDA Balance Sheet (October 2021 EDC/IDA Financials)

2:02 PM

Hardee County Industrial Development Authority

Profit & Loss

11/17/21

October 2021

Accrual Basis

	<u>Oct 21</u>
Ordinary Income/Expense	
Income	
361100 · Interest Income gen fd	54.18
361101 · Interest income Mosaic accts	2,453.24
362001 · Rental Income	50,417.40
381001 · Transfer In Mosaic S. Ft. Meade	150,000.00
Total Income	<u>202,924.82</u>
Expense	
5193103 · Professional fees appraisals	2,800.00
5194301 · Utilities	3,209.51
519460 · Repairs and Maintenance GF	1,094.00
519480 · Advertising	193.88
519840 · Grant expenses	4,251.35
6000 · Capital Outlay	566,042.81
6001 · Transfer to EDC	150,000.00
6002 · Transfer to General Fund	150,000.00
Total Expense	<u>877,591.55</u>
Net Ordinary Income	-674,666.73
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	62.30
Total Other Income	<u>62.30</u>
Net Other Income	<u>62.30</u>
Net Income	<u><u>-674,604.43</u></u>

Attachment: IDA Profit and Loss (October 2021 EDC/IDA Financials)

2:03 PM

Hardee County Industrial Development Authority
Profit & Loss by Class
October 2021

11/17/21

Accrual Basis

	Spec Building 10- EDA Grant (General Fund)	Phase 2 Expansion- EDA Grant (General Fund)	Florida Job Growth Grant (General Fund)
Ordinary Income/Expense			
Income			
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
381001 · Transfer In Mosaic S. Ft. Meade	0.00	0.00	0.00
Total Income	0.00	0.00	0.00
Expense			
5193103 · Professional fees appraisals	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	368,872.44	967.50	152,233.69
6001 · Transfer to EDC	0.00	0.00	0.00
6002 · Transfer to General Fund	0.00	0.00	0.00
Total Expense	368,872.44	967.50	152,233.69
Net Ordinary Income	-368,872.44	-967.50	-152,233.69
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00
Net Income	-368,872.44	-967.50	-152,233.69

Attachment: IDA Profit and Loss by Class (October 2021 EDC/IDA Financials)

2:03 PM

11/17/21

Accrual Basis

Hardee County Industrial Development Authority
Profit & Loss by Class
October 2021

	Administrative (General Fund)	Fla Hospital Overhead (General Fund)	Incubator Overhead (General Fund)
Ordinary Income/Expense			
Income			
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	5,536.20
381001 · Transfer In Mosaic S. Ft. Meade	150,000.00	0.00	0.00
Total Income	150,000.00	0.00	5,536.20
Expense			
5193103 · Professional fees appraisals	0.00	0.00	0.00
5194301 · Utilities	0.00	1,672.71	723.35
519460 · Repairs and Maintenance GF	0.00	225.00	869.00
519480 · Advertising	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	150,000.00	0.00	0.00
6002 · Transfer to General Fund	0.00	0.00	0.00
Total Expense	150,000.00	1,897.71	1,592.35
Net Ordinary Income	0.00	-1,897.71	3,943.85
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	19.42
Total Other Income	0.00	0.00	19.42
Net Other Income	0.00	0.00	19.42
Net Income	0.00	-1,897.71	3,963.27

Attachment: IDA Profit and Loss by Class (October 2021 EDC/IDA Financials)

2:03 PM

Hardee County Industrial Development Authority
Profit & Loss by Class
October 2021

11/17/21

Accrual Basis

	Property Management (General Fund)	Spec Buildings1 & 3(2275&2239) (General Fund)	Spec Building 4 (TechRiver) (General Fund)
Ordinary Income/Expense			
Income			
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	2,236.99	10,872.46	6,000.00
381001 · Transfer In Mosaic S. Ft. Meade	0.00	0.00	0.00
Total Income	2,236.99	10,872.46	6,000.00
Expense			
5193103 · Professional fees appraisals	2,800.00	0.00	0.00
5194301 · Utilities	367.99	0.00	164.96
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
519480 · Advertising	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
6002 · Transfer to General Fund	0.00	0.00	0.00
Total Expense	3,167.99	0.00	164.96
Net Ordinary Income	-931.00	10,872.46	5,835.04
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	1.00	0.00	0.00
Total Other Income	1.00	0.00	0.00
Net Other Income	1.00	0.00	0.00
Net Income	-930.00	10,872.46	5,835.04

Attachment: IDA Profit and Loss by Class (October 2021 EDC/IDA Financials)

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11/17/21

Accrual Basis

Hardee County Industrial Development Authority
Profit & Loss by Class
October 2021

	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)	Winn Dixie Property - GF (General Fund)
Ordinary Income/Expense			
Income			
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	13,241.75	3,750.00	8,780.00
381001 · Transfer In Mosaic S. Ft. Meade	0.00	0.00	0.00
Total Income	13,241.75	3,750.00	8,780.00
Expense			
5193103 · Professional fees appraisals	0.00	0.00	0.00
5194301 · Utilities	0.00	280.50	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
519480 · Advertising	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
6002 · Transfer to General Fund	0.00	0.00	0.00
Total Expense	0.00	280.50	0.00
Net Ordinary Income	13,241.75	3,469.50	8,780.00
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	21.52	6.09	14.27
Total Other Income	21.52	6.09	14.27
Net Other Income	21.52	6.09	14.27
Net Income	13,263.27	3,475.59	8,794.27

Attachment: IDA Profit and Loss by Class (October 2021 EDC/IDA Financials)

2:03 PM

Hardee County Industrial Development Authority
Profit & Loss by Class
October 2021

11/17/21

Accrual Basis

	General Fund - Other (General Fund)	Total General Fund	Administrative (Special Revenue)
Ordinary Income/Expense			
Income			
361100 · Interest Income gen fd	54.18	54.18	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	50,417.40	0.00
381001 · Transfer In Mosaic S. Ft. Meade	0.00	150,000.00	0.00
Total Income	54.18	200,471.58	0.00
Expense			
5193103 · Professional fees appraisals	0.00	2,800.00	0.00
5194301 · Utilities	0.00	3,209.51	0.00
519460 · Repairs and Maintenance GF	0.00	1,094.00	0.00
519480 · Advertising	193.88	193.88	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	0.00	522,073.63	0.00
6001 · Transfer to EDC	0.00	150,000.00	0.00
6002 · Transfer to General Fund	0.00	0.00	150,000.00
Total Expense	193.88	679,371.02	150,000.00
Net Ordinary Income	-139.70	-478,899.44	-150,000.00
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	62.30	0.00
Total Other Income	0.00	62.30	0.00
Net Other Income	0.00	62.30	0.00
Net Income	-139.70	-478,837.14	-150,000.00

Attachment: IDA Profit and Loss by Class (October 2021 EDC/IDA Financials)

2:03 PM

Hardee County Industrial Development Authority
Profit & Loss by Class
October 2021

11/17/21

Accrual Basis

	Ag Test Plot (Special Revenue)	IDA Marketing Program (Special Revenue)	Spec Building 8- Riveter (Special Revenue)
Ordinary Income/Expense			
Income			
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
381001 · Transfer In Mosaic S. Ft. Meade	0.00	0.00	0.00
Total Income	0.00	0.00	0.00
Expense			
5193103 · Professional fees appraisals	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00
519840 · Grant expenses	601.35	3,650.00	0.00
6000 · Capital Outlay	0.00	0.00	43,969.18
6001 · Transfer to EDC	0.00	0.00	0.00
6002 · Transfer to General Fund	0.00	0.00	0.00
Total Expense	601.35	3,650.00	43,969.18
Net Ordinary Income	-601.35	-3,650.00	-43,969.18
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00
Net Income	-601.35	-3,650.00	-43,969.18

Attachment: IDA Profit and Loss by Class (October 2021 EDC/IDA Financials)

2:03 PM
11/17/21
Accrual Basis

Hardee County Industrial Development Authority
Profit & Loss by Class
October 2021

	Special Revenue - Other (Special Revenue)	Total Special Revenue	TOTAL
Ordinary Income/Expense			
Income			
361100 · Interest Income gen fd	0.00	0.00	54.18
361101 · Interest income Mosaic accts	2,453.24	2,453.24	2,453.24
362001 · Rental Income	0.00	0.00	50,417.40
381001 · Transfer In Mosaic S. Ft. Meade	0.00	0.00	150,000.00
Total Income	2,453.24	2,453.24	202,924.82
Expense			
5193103 · Professional fees appraisals	0.00	0.00	2,800.00
5194301 · Utilities	0.00	0.00	3,209.51
519460 · Repairs and Maintenance GF	0.00	0.00	1,094.00
519480 · Advertising	0.00	0.00	193.88
519840 · Grant expenses	0.00	4,251.35	4,251.35
6000 · Capital Outlay	0.00	43,969.18	566,042.81
6001 · Transfer to EDC	0.00	0.00	150,000.00
6002 · Transfer to General Fund	0.00	150,000.00	150,000.00
Total Expense	0.00	198,220.53	877,591.55
Net Ordinary Income	2,453.24	-195,767.29	-674,666.73
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	62.30
Total Other Income	0.00	0.00	62.30
Net Other Income	0.00	0.00	62.30
Net Income	2,453.24	-195,767.29	-674,604.43

Attachment: IDA Profit and Loss by Class (October 2021 EDC/IDA Financials)

2:05 PM

Hardee County Industrial Development Authority

Balance Sheet

11/17/21

As of October 31, 2021

Accrual Basis

	<u>Oct 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	2,966,057.15
Total Checking/Savings	<u>2,966,057.15</u>
Total Current Assets	2,966,057.15
TOTAL ASSETS	<u>2,966,057.15</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	6,156.89
Retainage Payable	141,003.20
Total Other Current Liabilities	<u>147,160.09</u>
Total Current Liabilities	<u>147,160.09</u>
Total Liabilities	147,160.09
Equity	
Retained Earnings	2,940,228.38
Net Income	<u>-121,331.32</u>
Total Equity	<u>2,818,897.06</u>
TOTAL LIABILITIES & EQUITY	<u>2,966,057.15</u>

Attachment: IDA Ona Mine Balance Sheet (October 2021 EDC/IDA Financials)

2:06 PM

Hardee County Industrial Development Authority

Profit & Loss

11/17/21

October 2021

Accrual Basis

	Oct 21
Ordinary Income/Expense	
Income	
Interest Income	79.76
Total Income	79.76
Expense	
Capital Outlay	
Carlton Street	121,411.08
Total Capital Outlay	121,411.08
Total Expense	121,411.08
Net Ordinary Income	-121,331.32
Net Income	<u>-121,331.32</u>

Attachment: IDA Ona Mine Profit and Loss (October 2021 EDC/IDA Financials)

Hardee County Industrial Development Authority
 General Fund (Including EDA Grant Activity) - Budget Amendment November 23, 2021
 For Fiscal Year October 1, 2021 through September 30, 2022

	Increase / (Decrease)	
Utilization of General Fund Balance Carry Forward:		
Unassigned	\$	-
Revenue Increases (Decreases):		
Spec Building 9 - FYE 2020 EDA Grant	2,875	(2)
Spec Building 10 - FYE 2020 EDA Grant	(117,149)	(1)
Commerce Park Expansion - FYE 2020 EDA Grant	(367,981)	(1)
Florida Job Growth Grant - FYE 2019 State of Florida	(78,014)	(1)
Total Fund Balance Carry Forward and Additional Revenues	\$ (560,269)	
Appropriations:		
Capital Outlay:		
Spec Building 9 - FYE 2020 EDA Grant	\$ 2,875	(2)
Spec Building 10 - FYE 2020 EDA Grant	(117,149)	(1)
Commerce Park Expansion - FYE 2020 EDA Grant	(367,981)	(1)
Florida Job Growth Grant - FYE 2019 State of Florida	(78,014)	(1)
Total Appropriations	\$ (560,269)	

(1) - Decrease of grant awards available in FYE 2022 and capital outlay expenditures due to higher capital outlay being incurred on these grants in FYE 2021 than originally estimated.

(2) - Increase of grant award available in FYE 2022 due to lower capital outlay incurred on this grant in FYE 2021, than was originally estimated.

RESOLUTION NO. 2022-1

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING A BUDGET AMENDMENT TO THE ADOPTED FISCAL YEAR 2021-2022 BUDGET.

WHEREAS, Hardee County Industrial Development Authority is a dependent special district subject to Chapter 189, Florida Statutes;

WHEREAS, the Hardee County Industrial Development Authority, by and through its governing body, adopted a budget for fiscal year 2021-2022 (the "Budget");

WHEREAS, amendment to the Budget is desired; and

WHEREAS, Section 189.016(6), Florida Statutes, requires the governing body of each special district to adopt certain budget amendments by resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY THAT:

1. The above recitals are true and correct and are hereby incorporated by reference.
2. The Budget is hereby amended in accordance with Exhibit "A" attached hereto.
3. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this ____ day of _____, 2021.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Chairman

ATTEST:

By: _____

Name: _____

Attachment: RES - IDA Budget Amendment #1 (Resolution 2022-01 - Approval of Budget Amendments for FYE 2022)