



**HARDEE COUNTY**  
ECONOMIC DEVELOPMENT COUNCIL

## **Agenda**

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

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### **Regular Meeting**

**July 12, 2022 at 8:30 AM**

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

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### **Board Members**

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Gene Davis, Board Member  
Calli Ward, Board Member  
Courtney Green  
Lee Mikell  
Barney Cherry



**HARDEE COUNTY**  
INDUSTRIAL DEVELOPMENT AUTHORITY

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**1. CALL TO ORDER**

**2. APPROVAL OF AGENDA**

**PLEASE TURN OFF CELL PHONES**

**3. APPROVAL OF MINUTES**

**1. Lee Mikell -June 2022 EDC/IDA Minutes**

**ACTION RECOMMENDED:** Motion to approve as presented.

**4. AGENDA ITEMS**

**1. Lee Mikell -Employment Contract for Denise Grimsley**

**ACTION RECOMMENDED:** Motion to approve the employment contract as presented.

**2. Lee Mikell -Agreement for Contracted Services- Bill Lambert**

**ACTION RECOMMENDED:** Board's discretion

**3. Justin Smith -Hardee County Commerce Park Plat**

**ACTION RECOMMENDED:** Motion to approve the plat for the Hardee County Commerce Park and authorize the Chair to sign all documents.

**5. UPDATES**

**1. Justin Smith -Executive Report**

**6. FINANCIAL REPORT**

**1. Kristi Schierling -June 2022 EDC/IDA Financials**

**ACTION RECOMMENDED:** Motion to approve the June 2022 EDC/IDA Financials as presented.

**7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS**

**8. ADJOURNMENT**

June 2022 EDC/IDA Minutes  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Attachments:  
June 2022



# Minutes

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

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## **Regular Meeting**

**June 21, 2022 at 8:30 AM**

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

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## **Board Members**

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Gene Davis, Chair Pro Temp  
Calli Ward, Board Member  
Courtney Green  
Lee Mikell  
Barney Cherry



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

**Minutes**

**Page 2**

**June 21, 2022**

**1. CALL TO ORDER**

| Attendee Name  | Title          | Status  | Arrived |
|----------------|----------------|---------|---------|
| Gene Davis     | Chair Pro Temp | Present |         |
| Calli Ward     | Board Member   | Present |         |
| Courtney Green | Board Member   | Present |         |
| Lee Mikell     | Board Member   | Present |         |
| Barney Cherry  | Board Member   | Present |         |

**Visiting:** Noey Flores, Bruce Stayer, Alan Mancini, Sharon Moye, Todd Miller, Michael Kelly, Chris Gutierrez, Glenn Blankenstaff, and Victoria Rogers.

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

**EDC/IDA Attorney:** Shannon Nash

**2. APPROVAL OF AGENDA**

1. Motion to approve the agenda as presented

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Lee Mikell, Board Member           |
| <b>SECONDER:</b> | Courtney Green, Board Member       |
| <b>AYES:</b>     | Davis, Ward, Green, Mikell, Cherry |

**3. APPROVAL OF MINUTES**

1. **Attorney Nash** -May 2022 EDC/IDA Minutes

Courtney Green made a motion and was seconded by Lee Mikell to approve the minutes as presented.

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Courtney Green, Board Member       |
| <b>SECONDER:</b> | Lee Mikell, Board Member           |
| <b>AYES:</b>     | Davis, Ward, Green, Mikell, Cherry |

**4. AGENDA ITEMS**

1. **Attorney Nash** -Election of Chair

Attorney Nash opened the floor for nominations for Chair. Barney Cherry nominated Lee Mikell as Chair. There were no other nominations. Motion passed unanimously.

|                |                                    |
|----------------|------------------------------------|
| <b>RESULT:</b> | <b>APPROVED [UNANIMOUS]</b>        |
| <b>AYES:</b>   | Davis, Ward, Green, Mikell, Cherry |

2. **Attorney Nash** -Election of Vice Chair

Attorney Nash opened the floor for nominations for Vice Chair. Gene Davis nominated Barney Cherry. There were no other nominations. Motion passed unanimously.

Attachment: June 2022 (June 2022 EDC/IDA Minutes)

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

**Minutes**

**Page 3**

**June 21, 2022**

|                |                                    |
|----------------|------------------------------------|
| <b>RESULT:</b> | <b>APPROVED [UNANIMOUS]</b>        |
| <b>AYES:</b>   | Davis, Ward, Green, Mikell, Cherry |

**3. Discussion and Choosing of Bank Signers**

Justin Smith opened the discussion that we needed to update the account signers with the resignation of Tommy Watkins and retirement of Bill Lambert. Denise Grimsley will stay on since she is moving from the board to a staff position. Gene Davis and Calli Ward are current signers on the account. All checks require two signers.

Calli Ward made a motion and was seconded by Courtney Green to add W. Lee Mikell and Barney Cherry to all accounts as signers replacing Tommy Watkins and Bill Lambert.

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Calli Ward, Board Member           |
| <b>SECONDER:</b> | Courtney Green, Board Member       |
| <b>AYES:</b>     | Davis, Ward, Green, Mikell, Cherry |

**4. FHERO Funding Request for FY 2022-2023**

Justin Smith reminded the board that FHERO is the economic development organization for the region. Each county pays dues. The request for FY 2022-2023 is \$2500.

Calli Ward made a motion and was seconded by Gene Davis to approve the funding request in the amount of \$2500.

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Calli Ward, Board Member           |
| <b>SECONDER:</b> | Gene Davis, Chair Pro Temp         |
| <b>AYES:</b>     | Davis, Ward, Green, Mikell, Cherry |

**5. Attorney Nash -Amendment #1 to the Agreement for Sale and Purchase of Real and Personal Property (Incubator)**

Shannon Nash reviewed the amendment with the Board. The potential buyers are still working on surveying and legal description. They have requested an extension of July 28, 2022 to get this work completed. Justin Smith was asked if this time frame was enough time to get it completed and he said that the buyers are the ones that requested the date and are confident it will be completed by then.

Courtney Green made a motion and was seconded by Barney Cherry to approve the First Amendment and allow the Chair to sign.

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Courtney Green, Board Member       |
| <b>SECONDER:</b> | Barney Cherry, Board Member        |
| <b>AYES:</b>     | Davis, Ward, Green, Mikell, Cherry |

**6. Alan Mancini -Mancini Packing Company Presentation**

Our office has been working with The Mancini Company for a little while now. Justin let the board know that there is no ask here today from the company. We are only looking to continue moving forward with them.

Attachment: June 2022 (June 2022 EDC/IDA Minutes)

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

### Minutes

#### Page 4

June 21, 2022

Alan Mancini was before the board today with a presentation. Mr. Mancini gave a brief background of the company. The packing company has been around since 1922 and moved to Hardee County in 1939. It is a 100 year old brand in its 3rd generation of family ownership. They have begun facing issues. Their sales, marketing and promotions have been declining. There is a lack of cash flow and cash reserves. As with many other businesses, COVID has hit them with multiple issues. They will be unable to survive with business as usual. Mr. Mancini is looking to put together an A team of people. By doing so he hopes to reestablish customer relationship and establish new ones, see sales growth and reclaim past private label/copacking contracts.

The board asked questions of Alan Mancini. They would like to open back up with 15-25 employees and then ramp up quickly. They are currently out of product and stock. If one of their deals is approved, they could be started back up very quickly.

While having previous discussions with Mancini, Justin said that they (Mancini Company) did not want the brand and its manufacturing to leave the County. Alan Mancini came back to us to discuss options. The easiest thing for us to do in order to help them would be our traditional lease purchase program. We would take possession of the real estate and lease it back to them and give them job creation credit. Today we would like to have permission to continue working with them and bring a contract back to the board for the real property. Our investment would only be in the real property, building and land. We would not own any of the equipment.

Calli Ward made a motion and was seconded by Barney Cherry to allow staff to continue to move forward with the appraisal and negotiations with The Mancini Company.

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Calli Ward, Board Member           |
| <b>SECONDER:</b> | Barney Cherry, Board Member        |
| <b>AYES:</b>     | Davis, Ward, Green, Mikell, Cherry |

## 5. DIRECTOR REPORTS

Justin Smith provided his monthly update to the board.

Professors and grad students came and spent a day touring the County with Sarah and Krystin. It was very eye opening for them to come and see the County. Pacer Marine's new building has been issued the CO. We will plan to have a ribbon cutting in August. Staff attended the FEDC annual conference in St. Pete. Krystin did a presentation to the Rotary Club. A meet and greet was held at our office for our new representative Kaylee Tuck. We were featured in an ad in Florida Trend highlighting Hardee County and Florida's rural communities. Our office has started working on a strategic plan. Lastly, Kristi will be emailing the board a link for a site. This is how DEO is going to be collecting a lot of its data on what broadband abilities we have throughout the state, specifically in rural areas. There is a speed test on this link that needs to be taken. It only takes a few minutes to complete. This is very important as federal monies become available. This will help decide how they will allocate the monies.

## 6. FINANCIAL REPORT

### 1. Kristi Schierling -May 2022 EDC/IDA Financials

Barney Cherry made a motion and was seconded by Gene Davis to approve the May 2022 EDC/IDA Financials as presented.

|                |                                    |
|----------------|------------------------------------|
| <b>RESULT:</b> | <b>ACCEPTED [UNANIMOUS]</b>        |
| <b>MOVER:</b>  | Gene Davis, Barney Cherry          |
| <b>AYES:</b>   | Davis, Ward, Green, Mikell, Cherry |

## 7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

## 8. ADJOURNMENT

Employment Contract for Denise Grimsley  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Attachments:  
Grimsley Employment Agreement r2 CLEAN



**HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.**  
and  
**DENISE GRIMSLEY**

**EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is signed and entered into this \_\_\_\_\_ day of July, 2022, by and between **HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.**, a Florida not for profit corporation, (the “EDC”), and **DENISE GRIMSLEY** (the “Executive Director” or “EDC Executive Director”).

**WITNESSETH**

WHEREAS, the EDC, by and through its duly appointed Board of Directors (“Board”), hereby expresses its willingness and desire to employ Executive Director to commence performance of the duties of Executive Director for the EDC; and

WHEREAS, the performance of duties for the EDC requires significant overlap with and accountability to the Hardee County Industrial Development Authority, a special district operating pursuant and under the laws of the State of Florida; and

WHEREAS, Executive Director agrees and shall serve as Executive Director commencing upon the effective date of this Agreement, receiving all of the benefits provided herein for so long as she remains Executive Director for the EDC; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree to the following terms and conditions:

**SECTION I - DUTIES and POWERS**

EDC shall employ Executive Director to act as executive director for EDC, with the powers, duties, and responsibilities set forth and made applicable by policies of the EDC, as may be amended, and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign.

**SECTION II - BACKGROUND CHECK**

Executive Director fully consents to being fingerprinted and having said fingerprints submitted to the Florida Department of Law Enforcement for a state criminal history record check and to the Federal Bureau of Investigation for a national criminal history record check at any time during the term of this Agreement. The information obtained from the criminal history records check conducted pursuant to this Section II may be used by the Board to determine the Executive Director’s eligibility for continued employment.

**SECTION III - TERMS OF  
SERVICE/RENEWAL/SEPARATION/SEVERANCE**

3.1. Effective Date of Employment and Term: This Agreement and Executive Director's employment shall become effective on July \_\_\_\_, 2022 ("Effective Date"), and continue in effect for approximately three (3) years until July \_\_\_\_, 2025, or until extended by the Parties or terminated by either Party as outlined herein.

3.2. Termination: This Agreement shall expire by its own terms or otherwise upon the office of Executive Director becoming vacant. Additionally, this Agreement may be terminated by the Executive Director or by the Board in the following ways:

A. Unilateral Termination by the Board:

(i) The Board may terminate the Executive Director for cause at a duly-noticed public meeting. Cause is defined as any one of the following:

(a) Executive Director's criminal background check conducted pursuant to the above Section II indicates that Executive Director has been convicted or adjudged guilty of, or pled no contest to, any felony or a serious misdemeanor involving the moral turpitude of Executive Director; or

(b) During the term of this Agreement, Executive Director is convicted or adjudged guilty of, or pleads no contest to, any felony or a serious misdemeanor involving the moral turpitude of Executive Director; or

(c) Executive Director files to run for, or is elected or appointed to a Florida public office; or

(d) Executive Director is found to have committed gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty, as those terms are defined by Section 112.3187(5)(b), Florida Statutes; or

(e) Executive Director fails or refuses to comply with any direct lawful instruction given by the Board; or

(f) Executive Director becomes legally unable to hold the position; or

(g) Executive Director is found to have engaged in misconduct as that term is defined by Section 443.036(30), Florida Statutes.

Such termination shall be by an affirmative vote of a majority of the Board at a duly-noticed public meeting with a quorum present and voting.

(ii) The Board may terminate the Executive Director without cause conditioned upon the following:

(a) An affirmative vote of a majority of the Board at a duly-noticed public meeting with a quorum present and voting.

(b) If the Board elects during the term of this Agreement, but outside of any probationary period, to terminate the Executive Director for any reason other than cause, the EDC shall pay to the Executive Director as severance pay and in full satisfaction of the EDC's obligations hereunder, a lump sum equivalent to her salary and all benefits for the lesser of: (I) twelve (12) months or (II) the remainder of the term under this Agreement if the remaining term is less than 12 months, at the rate in effect on the effective date of termination. The EDC shall make the lump sum payment within ten (10) business days after the effective date of termination. This provision shall not apply to terminations for cause or terminations made during any probationary period.

B. Unilateral Termination/Resignation by the Executive Director. If the Executive Director desires to resign during the term of this Agreement, she shall provide at least 60 days written notice to the Board. If the Executive Director resigns prior to the expiration of the Agreement or any extension thereof, she shall receive payment under the Agreement for the balance of her salary for the actual days she has performed her duties as Executive Director and not for the remainder of her Agreement term. If Executive Director resigns, she shall not be eligible for any of the severance benefits described in the above Section 3.2.A.(ii)(b).

C. Termination by Mutual Agreement. This Agreement may be terminated by mutual agreement of the Executive Director and the Board in writing upon such terms and conditions as may be mutually beneficial.

D. Unless the Executive Director is terminated pursuant to Section 3.2.A(i)(b), she shall be entitled to full payment of all accrued benefits provided for in Section V. In the event the Executive Director is terminated pursuant to Section 3.2.A(i)(b), any benefits described Section 5.2 and Section 5.3 shall be deemed forfeited.

3.3. Probationary Period: Notwithstanding any other provision of this Agreement, the Board may terminate Executive Director's employment and this Agreement during the first three (3) months following the Effective Date hereof, or thirty (30) days following the final return of the background check conducted pursuant to the above Section II, whichever occurs later, for any or no reason. Such termination shall be by an affirmative vote of a majority of the Board at a duly-noticed public meeting with a quorum present and voting.

3.4. Disability: The Executive Director acknowledges and agrees that her services are unique and personal and her regular attendance to her duties is therefore essential to the performance of her job. If Executive Director becomes permanently disabled, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick and annual leave balances, the Board shall have the option to terminate this Agreement.

3.5. Extension: The Executive Director and Board may agree at any time to renew the Executive Director's employment for additional years beyond the original and natural termination

date, such agreement to be evidenced by written extension signed by the Executive Director and authorized member of the Board.

#### SECTION IV - COMPENSATION

4.1. Base Salary: Executive Director shall be paid a base annual salary of One Hundred Fifty Thousand and Zero Hundred/100 dollars (\$150,000.00) per year, commencing on the Effective Date, payable in installments at the same time and in the same manner as applicable to regular full time employees of the EDC.

4.2. Annual Salary Adjustments: The EDC Executive Director's base annual salary may be increased dependent upon the results of the performance evaluation conducted under Section VI of this Agreement.

4.3 Retirement: EDC shall make available the EDC's standard retirement benefits on the same basis as such benefits are now available or may be made available from time to time in the future to other regular full time employees of the EDC.

#### SECTION V - BENEFITS

5.1. Insurance: EDC shall make available dental, vision, disability, and life insurance coverage to Executive Director and any relevant dependents on the same basis as such insurance is now available, or may be made available from time to time in the future, to other regular full time employees of the EDC.

5.2. Annual Leave: Executive Director shall be credited with one hundred sixty (160) hours of annual leave which shall be available for her use upon the Effective Date of this Agreement. Thereafter, EDC shall provide annual leave credits to Executive Director on the same basis as other regular full time employees of the EDC.

- A. Annual Leave accrued in accordance with this Section 5.2 shall not be considered earned until it is used by the Executive Director and/or paid out in accordance with Section 5.2.B. Maximum annual leave accumulation shall not exceed two hundred forty (240) hours at the end of each calendar year.
- B. In the event of Termination or Resignation and subject to the conditions set forth in Section 3.2.D., the Executive Director shall receive payment for all unused annual leave, up to the maximum accumulation amount set forth in Section 5.2.A.

5.3. Sick Leave: Executive Director shall be credited with eighty (80) hours of sick leave which shall be available for her use upon the Effective Date of this Agreement. Thereafter, EDC shall provide sick leave credits to Executive Director on the same basis as other regular full time employees of the EDC. The Executive Director is deemed to be a "key employee" for purposes of administration of FMLA leave policy.

- A. Maximum Accumulation: Sick Leave accrued in accordance with this Section 5.3 shall not be considered earned until it is used by the Executive Director and/or paid

out in accordance with Section 5.3.B. Maximum annual leave accumulation shall not exceed four hundred eighty (480) hours at the end of each calendar year.

- B. In the event of Termination or Resignation and subject to the conditions set forth in Section 3.2.D., the Executive Director shall receive payment for fifty percent (50%) of all unused sick leave, up to a maximum payout of one hundred twenty (120) hours.

5.4. Automobile Stipend: EDC shall pay the Executive Director a vehicle stipend of One Thousand and No/100 Dollars (\$1,000.00) per month, which stipend shall be in lieu of mileage or fuel reimbursement for use of her personal vehicle.

5.5. Equipment and Office Materials: Executive Director agrees to ensure that EDC property entrusted to her use shall be kept and used so as to minimize risk of theft or damage. EDC agrees to pay any costs associated with installation, operation, or routine maintenance of same.

5.6. Professional Dues, Travel and Job-Related Expenses:

- A. The EDC recognizes that conferences, meetings, seminars, activities, continuing education and similar activities that benefit the EDC and are related to the position of Executive Director may entail costs for conference enrollment, books, travel, subsistence, lodging, and/or other costs. In addition, the Executive Director shall be entitled to participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement. Upon request by the Executive Director, the EDC shall budget a reasonable amount for such activities and for reasonable professional dues and subscriptions of the Executive Director.
- B. EDC shall pay travel and per diem expenses of Executive Director in accordance with any applicable EDC policy or ordinance or resolution of the Hardee County Industrial Development Authority or, absent any of the foregoing, in accordance with the schedule appearing in Section 112.061, Florida Statutes, as said statute may be amended or renumbered, for the following:
- (i) while outside of Hardee County on EDC business;
  - (ii) while attending functions as a representative of, or on behalf of, the EDC;  
or
  - (iii) while attending short courses, institutes, or seminars that are necessary for the Executive Director's professional development and for the benefit of the EDC.

5.7. Other: EDC agrees to make available to Executive Director such other benefits as they now exist, and may be amended from time to time, which are provided for other full time employees of the EDC.

## **SECTION VI - PERFORMANCE GOALS AND APPRAISAL**

The Board shall define the goals and performance objectives of the Executive Director and may review and appraise the job performance of Executive Director on an annual basis. Review and appraisal shall be in accordance with EDC's performance appraisal criteria or other goals and criteria established by the Board and provided to the Executive Director a minimum of twelve months prior to any annual review. Criteria may be modified from time to time as the Board determines in the best interests of the EDC; however, said modifications to the performance appraisal criteria shall not take effect until the expiration of the then-current appraisal period.

## **SECTION VII - OUTSIDE EMPLOYMENT**

The employment provided for by this Agreement shall be the EDC Executive Director's primary employment. Recognizing that certain outside speaking engagements provide indirect benefits to the EDC and the community, the Executive Director may elect to accept limited speaking engagements with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with her responsibilities under this Agreement.

## **SECTION VIII - INDEMNIFICATION**

To the extent permitted by law, the EDC shall defend, save harmless, and indemnify Executive Director against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the Executive Director's duties on behalf of the EDC, unless the act or omission involved willful or wanton conduct. This indemnification and hold harmless provision shall include, but not be limited to, reasonable attorney fees and appellate attorney fees.

To the extent permitted by law, the Executive Director shall defend, save harmless, and indemnify the EDC against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the Executive Director's duties on behalf of the EDC, unless the act or omission involved willful or wanton conduct. This indemnification and hold harmless provision shall include, but not be limited to, reasonable attorney fees and appellate attorney fees.

## **SECTION IX - BONDING**

The EDC shall bear the full cost of any fidelity or other bonds required of the Executive Director for performance of her duties hereinunder.

## **SECTION IX - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The Board, in consultation with Executive Director, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Executive Director, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or other applicable law. Notwithstanding the foregoing, the EDC's personnel policies and procedures, as amended from time to time, shall apply to the Executive Director to the extent not in conflict with this Agreement or general law. Executive Director shall

comply with all applicable federal and state laws, rules, statutes, and regulations in performance of her duties hereunder.

**SECTION X - GENERAL PROVISIONS**

10.1. The text herein, including any documents incorporated by reference, shall constitute the entire agreement between the Parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the Parties. This Agreement supersedes any prior agreement, written or oral, between the Parties.

10.2. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

10.3. In any action brought by either Party for the enforcement of the obligations of the other Party, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

10.4. The Parties agree that this Agreement has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third Party.

10.5. This agreement will be governed by and construed in accordance with the laws of the State of Florida, and the Parties agree that venue shall be held in the Circuit Court in and for Hardee County, Florida for any action brought by or arising out of this Agreement. The Parties specifically waive their right to a jury trial.

**IN WITNESS WHEREOF**, Denise Grimsley has executed this Employment Agreement, and the Board of the Hardee County Economic Development Council, Inc. has caused this Employment Agreement to be signed and executed on its behalf by its Chair, in duplicate, the day and year first above written.

**EXECUTIVE DIRECTOR**

\_\_\_\_\_  
*Witness #1*

\_\_\_\_\_  
Denise Grimsley

\_\_\_\_\_  
*Witness #2*

**HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.**

ATTEST:

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

By: \_\_\_\_\_  
Lee Mikell, Chair

Attachment: Grimsley Employment Agreement r2 CLEAN (Employment Contract for Denise Grimsley)

Agreement for Contracted Services- Bill Lambert  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Attachments:  
DRAFT consulting contract Lambert



## AGREEMENT FOR CONSULTING SERVICES

**THIS AGREEMENT** is between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** and the **HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.**, with an address at 107 E. Main Street, Wauchula, Florida, 33873 (herein collectively referred to as the "IDA/EDC") and **WILLIAM R. LAMBERT, JR.**, an individual (the "Consultant").

### W I T N E S S E T H

In consideration of the consulting services agreed to be performed by Consultant and the fees to be paid by IDA/EDC, the parties agree as follows:

**1. Services.** Subject to the terms and conditions of this agreement, IDA/EDC hereby retains Consultant to use his experience and knowledge gained in his prior role as executive director of the EDC to assist with various transition projects as requested by the current EDC Executive Director. Such transition projects may include, but are not limited to: providing advice and historical knowledge concerning IDA/EDC agreements, community partners, Hardee County development orders, and past, current, or anticipated projects of the IDA/EDC; and facilitating on-boarding introductions with key contacts including external stakeholders, community partners and leaders, and membership organizations. Consultant agrees to use his best efforts to perform the services faithfully and efficiently. In provision of the services, Consultant shall abide by IDA/EDC policies and procedures, and by all applicable local, state, and federal laws, rules, and regulations.

**2. Compensation.** IDA/EDC hereby agrees to pay Consultant, in full and complete compensation for Consultant's satisfactory performance of services, at the rate of \$45.00 per hour. Consultant shall not provide more than 80 hours of work per month unless authorized by the IDA/EDC Executive Director. Consultant is not guaranteed any specific amount of work. Consultant shall furnish a written invoice no later than the fifth day of each month for compensation due under this agreement for the preceding month. Each invoice shall indicate the total number of hours worked, the dates and times such hours were worked, and the total amount of compensation due.

**3. Term and Termination.** The term of this contract shall begin upon July 12, 2022 and shall end on December 31, 2022 unless terminated earlier as provided herein or extended by written agreement of the parties. Either party may terminate this contract at any time by giving written notice to the other.

**4. Intellectual Property.** All papers, records, computer, documents, data, or other items delivered to Consultant by IDA/EDC shall be returned to IDA/EDC at the conclusion of the contract or upon the request of IDA/EDC. All materials produced by the Consultant and all research and other work product generated by the Consultant pursuant to this agreement are hereby deemed a "work made for hire" and shall be the property of the IDA/EDC. If for any reason any such material does not constitute a "work made for hire," Consultant hereby irrevocably assign to the IDA/EDC, in each case without additional consideration, all right, title and interest throughout the world in and such material, including all patents, copyrights, trademarks, trade secrets and other intellectual property rights therein.

**5. Public Records.** As required by Section 119.0701(2)(a), Florida Statutes:

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-773-3030, info@hardeemail.com, OR 107 E. MAIN STREET, WAUCHULA, FL 33873.**

Consultant shall: (a) Keep and maintain public records required by IDA/EDC to perform such consulting services. (b) Upon request from IDA/EDC’s custodian of public records, Consultant shall provide IDA/EDC 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. (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract shall ensure that all records pertinent to the services performed are returned or transferred to the IDA/EDC. (d) Upon completion of the contract, transfer, at no cost to IDA/EDC, all public records in possession of Consultant or keep and maintain public records required by IDA/EDC to perform the services. If the Consultant transfers all public records to IDA/EDC upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to IDA/EDC, upon request from IDA/EDC’s custodian of public records, in a format that is compatible with the information technology systems of IDA/EDC.

**6. Independent Contractor.** Consultant is, and shall be, in the performance of all work, services, and activities under this agreement an independent contractor, and not an employee, agent, or servant of the IDA/EDC. Consultant shall not have a claim against the IDA/EDC under this agreement for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Consultant shall be responsible for all taxes arising from compensation and other amounts paid to Consultant under this agreement. Consultant shall be responsible for, and shall indemnify the IDA/EDC against, all such taxes or contributions, including penalties and interest. Consultant does not have the power or authority to bind the IDA/EDC in any promise, agreement, or representation other than specifically provided for in this agreement.

**7. No Assignment.** Consultant shall not assign, convey, or transfer its interest in the agreement and shall not subcontract or delegate performance of any of the services without the written consent of the IDA/EDC.

**8. Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Hardee County, Florida.

**9. Entire Agreement.** IDA/EDC and Consultant agree that this agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those

stated herein. This agreement may not be amended or modified except in writing executed by the parties. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision.

**10. Duplicates.** The parties hereby acknowledge that two identical complete agreements are being executed, one to be retained in the possession of the IDA/EDC and one in the possession of the Consultant, either of which shall constitute and be considered an original for all purposes.

**WILLIAM R. LAMBERT, JR.**

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Lee Mikell, Its Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.**

By: \_\_\_\_\_  
Lee Mikell, Its Chair

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Attachment: DRAFT consulting contract Lambert (Agreement for Contracted Services- Bill Lambert)

Hardee County Commerce Park Plat  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Executive Report  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

June 2022 EDC/IDA Financials  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Attachments:  
EDC Profit and Loss  
IDA Balance Sheet  
IDA Profit and Loss  
IDA Profit and Loss by Class  
IDA Ona Mine Balance Sheet  
IDA Ona Mine Profit and Loss  
EDC Balance Sheet

3:12 PM

## Hardee County Economic Development

## Profit &amp; Loss

07/06/22

June 2022

Cash Basis

|                                      | <u>Jun 22</u>        |
|--------------------------------------|----------------------|
| Ordinary Income/Expense              |                      |
| Income                               |                      |
| Grants                               | 54,000.00            |
| Rent                                 | 1,000.00             |
|                                      | <u>55,000.00</u>     |
| Total Income                         | 55,000.00            |
| Expense                              |                      |
| 023-0 - Life/Health Insurance        | 8,033.26             |
| 025-0 - Payroll Expenses             | 33,415.90            |
| 031-0 - Professional Services        | 239.00               |
| 040-0 - Travel                       | 3,219.60             |
| 043-0 - Utilities                    | 860.15               |
| 044-0 - Rentals/Leases               | 2,297.32             |
| 045-0 - Insurance                    | 2,416.72             |
| 048-0 - Promotional                  | 231.97               |
| 051-0 - Office Supplies              | 1,117.47             |
| 052-0 - Operating Supplies           | 331.62               |
| 054-0 - Books, Dues, & Subscriptions | 1,868.96             |
|                                      | <u>54,031.97</u>     |
| Total Expense                        | 54,031.97            |
| Net Ordinary Income                  | <u>968.03</u>        |
| Net Income                           | <u><u>968.03</u></u> |

Attachment: EDC Profit and Loss (June 2022 EDC/IDA Financials)

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## Hardee County Industrial Development Authority

## Balance Sheet

07/06/22

As of June 30, 2022

Accrual Basis

|   | Jun 30, 22           |
|---|----------------------|
| <b>ASSETS</b>                             |                      |
| Current Assets                            |                      |
| Checking/Savings                          |                      |
| 101009 - WSB Sales (GF)                   | 2,256,952.41         |
| 101013 - WSB Mosaic CD                    | 6,126,577.38         |
| 101014 - WSB Mosaic Checking              | 8,299,970.78         |
| Total Checking/Savings                    | 16,683,500.57        |
| Accounts Receivable                       |                      |
| 115001 - Accounts Receivable Rental Inc   | 11,551.87            |
| Total Accounts Receivable                 | 11,551.87            |
| Other Current Assets                      |                      |
| 133016 - R. Riverter LOC                  | 175,320.20           |
| Total Other Current Assets                | 175,320.20           |
| Total Current Assets                      | 16,870,372.64        |
| 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                      | 212,475.27           |
| 240000 - Due to SR                        | -212,475.27          |
| Total Due From Other Funds                | 0.00                 |
| Due From Other Governments                |                      |
| 133111 - Due from State of Florida        | 0.42                 |
| Total Due From Other Governments          | 0.42                 |
| Total Other Assets                        | 0.42                 |
| <b>TOTAL ASSETS</b>                       | <b>17,403,448.86</b> |
| <b>LIABILITIES &amp; EQUITY</b>           |                      |
| Liabilities                               |                      |
| Current Liabilities                       |                      |
| Other Current Liabilities                 |                      |
| 220004 - Sales Tax Payable                | 10,132.42            |
| 220011 - Prepaid Rent - Tech River        | 36,000.00            |
| 220012 - Riveter Security Deposit         | 1,250.00             |
| 222005 - Retainage Payable - GF           | 260,787.51           |
| Total Other Current Liabilities           | 308,169.93           |
| Total Current Liabilities                 | 308,169.93           |
| Total Liabilities                         | 308,169.93           |
| Equity                                    |                      |
| Fund Balance                              |                      |
| 3000 - Nonspendable                       | 553,004.83           |
| 3001 - Restrcted for Economic Dev Proj    | 15,022,625.88        |

Attachment: IDA Balance Sheet (June 2022 EDC/IDA Financials)



3:13 PM

## Hardee County Industrial Development Authority

**Balance Sheet**

07/06/22

As of June 30, 2022

Accrual Basis

|                                       | <u>Jun 30, 22</u>           |
|---------------------------------------|-----------------------------|
| 3003 - Unassigned                     | 2,370,224.04                |
| Total Fund Balance                    | 17,945,854.75               |
| 32000 - Unrestricted Net Assets       | -1,022,384.29               |
| Net Income                            | 171,808.47                  |
| Total Equity                          | <u>17,095,278.93</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b><u>17,403,448.86</u></b> |

3:14 PM

## Hardee County Industrial Development Authority

## Profit &amp; Loss

07/06/22

June 2022

Accrual Basis

|   | <u>Jun 22</u>             |
|---|---------------------------|
| Ordinary Income/Expense                 |                           |
| Income                                  |                           |
| 361100 · Interest Income gen fd         | 123.57                    |
| 361101 · Interest income Mosaic accts   | 2,828.65                  |
| 362001 · Rental Income                  | 43,700.43                 |
|   | <u>46,652.65</u>          |
| Total Income                            | 46,652.65                 |
| Expense                                 |                           |
| 5193100 · Professional Fees Legal       | 3,873.23                  |
| 5193102 · Professional Fees Engineering | 11,000.00                 |
| 5193400 · Landscaping and Grounds       | 2,150.00                  |
| 5194301 · Utilities                     | 1,557.16                  |
| 519450 · Insurance Expense              | 60,843.93                 |
| 519460 · Repairs and Maintenance GF     | 2,304.44                  |
| 5194601 · Repairs and Maintenance       | 714.00                    |
| 519480 · Advertising                    | 178.50                    |
| 5194921 · Permit Fees Mosaic            | 2,009.38                  |
| 519840 · Grant expenses                 | 3,500.00                  |
| 6000 · Capital Outlay                   | 194,255.68                |
|   | <u>282,386.32</u>         |
| Total Expense                           | 282,386.32                |
| Net Ordinary Income                     | -235,733.67               |
| Other Income/Expense                    |                           |
| Other Income                            |                           |
| Sales Tax Collection Allowance          | 63.48                     |
|   | <u>63.48</u>              |
| Total Other Income                      | 63.48                     |
| Net Other Income                        | 63.48                     |
| Net Income                              | <u><u>-235,670.19</u></u> |

Attachment: IDA Profit and Loss (June 2022 EDC/IDA Financials)

3:14 PM

**Hardee County Industrial Development Authority**  
**Profit & Loss by Class**  
 June 2022

07/06/22

Accrual Basis

|   | Spec Building 9 EDA Grant<br>(General Fund) | Administrative<br>(General Fund) | Fla Hospital Overhead<br>(General Fund) |
|---|---|----------------------------------|---|
| <b>Ordinary Income/Expense</b>          |   |                                  |   |
| <b>Income</b>                           |   |                                  |   |
| 361100 · Interest Income gen fd         | 0.00  | 0.00                             | 0.00                                    |
| 361101 · Interest income Mosaic accts   | 0.00  | 0.00                             | 0.00                                    |
| 362001 · Rental Income                  | 0.00  | 0.00                             | 0.00                                    |
| <b>Total Income</b>                     | <b>0.00</b>                                 | <b>0.00</b>                      | <b>0.00</b>                             |
| <b>Expense</b>                          |   |                                  |   |
| 5193100 · Professional Fees Legal       | 0.00  | 3,873.23                         | 0.00                                    |
| 5193102 · Professional Fees Engineering | 11,000.00                                   | 0.00                             | 0.00                                    |
| 5193400 · Landscaping and Grounds       | 0.00  | 0.00                             | 800.00                                  |
| 5194301 · Utilities                     | 0.00  | 0.00                             | 1,068.13                                |
| 519450 · Insurance Expense              | 0.00  | 0.00                             | 0.00                                    |
| 519460 · Repairs and Maintenance GF     | 0.00  | 0.00                             | 0.00                                    |
| 5194601 · Repairs and Maintenance       | 0.00  | 0.00                             | 0.00                                    |
| 519480 · Advertising                    | 0.00  | 0.00                             | 0.00                                    |
| 5194921 · Permit Fees Mosaic            | 0.00  | 0.00                             | 0.00                                    |
| 519840 · Grant expenses                 | 0.00  | 0.00                             | 0.00                                    |
| 6000 · Capital Outlay                   | 0.00  | 0.00                             | 0.00                                    |
| <b>Total Expense</b>                    | <b>11,000.00</b>                            | <b>3,873.23</b>                  | <b>1,868.13</b>                         |
| <b>Net Ordinary Income</b>              | <b>-11,000.00</b>                           | <b>-3,873.23</b>                 | <b>-1,868.13</b>                        |
| <b>Other Income/Expense</b>             |   |                                  |   |
| <b>Other Income</b>                     |   |                                  |   |
| Sales Tax Collection Allowance          | 0.00  | 0.00                             | 0.00                                    |
| <b>Total Other Income</b>               | <b>0.00</b>                                 | <b>0.00</b>                      | <b>0.00</b>                             |
| <b>Net Other Income</b>                 | <b>0.00</b>                                 | <b>0.00</b>                      | <b>0.00</b>                             |
| <b>Net Income</b>                       | <b>-11,000.00</b>                           | <b>-3,873.23</b>                 | <b>-1,868.13</b>                        |

Attachment: IDA Profit and Loss by Class (June 2022 EDC/IDA Financials)

3:14 PM

Hardee County Industrial Development Authority  
Profit & Loss by Class  
June 2022

07/06/22

Accrual Basis

|   | Incubator Overhead<br>(General Fund) | Property Management<br>(General Fund) | Spec Buildings1 & 3(2275&2239)<br>(General Fund) |
|---|--------------------------------------|---------------------------------------|--|
| <b>Ordinary Income/Expense</b>          |                                      |                                       |  |
| <b>Income</b>                           |                                      |                                       |  |
| 361100 · Interest Income gen fd         | 0.00                                 | 0.00                                  | 0.00   |
| 361101 · Interest income Mosaic accts   | 0.00                                 | 0.00                                  | 0.00   |
| 362001 · Rental Income                  | 5,536.20                             | 1,520.02                              | 10,872.46  |
| <b>Total Income</b>                     | <b>5,536.20</b>                      | <b>1,520.02</b>                       | <b>10,872.46</b>                                 |
| <b>Expense</b>                          |                                      |                                       |  |
| 5193100 · Professional Fees Legal       | 0.00                                 | 0.00                                  | 0.00   |
| 5193102 · Professional Fees Engineering | 0.00                                 | 0.00                                  | 0.00   |
| 5193400 · Landscaping and Grounds       | 150.00                               | 600.00                                | 0.00   |
| 5194301 · Utilities                     | 669.24                               | 160.00                                | 0.00   |
| 519450 · Insurance Expense              | 0.00                                 | 0.00                                  | 0.00   |
| 519460 · Repairs and Maintenance GF     | 0.00                                 | 2,304.44                              | 0.00   |
| 5194601 · Repairs and Maintenance       | 0.00                                 | 0.00                                  | 0.00   |
| 519480 · Advertising                    | 0.00                                 | 0.00                                  | 0.00   |
| 5194921 · Permit Fees Mosaic            | 0.00                                 | 0.00                                  | 0.00   |
| 519840 · Grant expenses                 | 0.00                                 | 0.00                                  | 0.00   |
| 6000 · Capital Outlay                   | 0.00                                 | 0.00                                  | 0.00   |
| <b>Total Expense</b>                    | <b>819.24</b>                        | <b>3,064.44</b>                       | <b>0.00</b>                                      |
| <b>Net Ordinary Income</b>              | <b>4,716.96</b>                      | <b>-1,544.42</b>                      | <b>10,872.46</b>                                 |
| <b>Other Income/Expense</b>             |                                      |                                       |  |
| <b>Other Income</b>                     |                                      |                                       |  |
| Sales Tax Collection Allowance          | 2.93                                 | 1.00                                  | 17.67  |
| <b>Total Other Income</b>               | <b>2.93</b>                          | <b>1.00</b>                           | <b>17.67</b>                                     |
| <b>Net Other Income</b>                 | <b>2.93</b>                          | <b>1.00</b>                           | <b>17.67</b>                                     |
| <b>Net Income</b>                       | <b>4,719.89</b>                      | <b>-1,543.42</b>                      | <b>10,890.13</b>                                 |

Attachment: IDA Profit and Loss by Class (June 2022 EDC/IDA Financials)

3:14 PM

# Hardee County Industrial Development Authority Profit & Loss by Class June 2022

07/06/22

Accrual Basis

|   | Spec Building 4 (TechRiver)<br>(General Fund) | Spec Building 5 (2280)<br>(General Fund) | Spec Building 8- Riveter<br>(General Fund) |
|---|---|--|--|
| <b>Ordinary Income/Expense</b>          |   |  |  |
| <b>Income</b>                           |   |  |  |
| 361100 · Interest Income gen fd         | 0.00  | 0.00                                     | 0.00                                       |
| 361101 · Interest income Mosaic accts   | 0.00  | 0.00                                     | 0.00                                       |
| 362001 · Rental Income                  | 0.00  | 13,241.75                                | 3,750.00                                   |
| <b>Total Income</b>                     | 0.00  | 13,241.75                                | 3,750.00                                   |
| <b>Expense</b>                          |   |  |  |
| 5193100 · Professional Fees Legal       | 0.00  | 0.00                                     | 0.00                                       |
| 5193102 · Professional Fees Engineering | 0.00  | 0.00                                     | 0.00                                       |
| 5193400 · Landscaping and Grounds       | 0.00  | 0.00                                     | 0.00                                       |
| 5194301 · Utilities                     | 111.99  | 0.00                                     | -510.20                                    |
| 519450 · Insurance Expense              | 23,722.43                                     | 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                                       |
| 519480 · Advertising                    | 0.00  | 0.00                                     | 0.00                                       |
| 5194921 · Permit Fees Mosaic            | 0.00  | 0.00                                     | 0.00                                       |
| 519840 · Grant expenses                 | 0.00  | 0.00                                     | 0.00                                       |
| 6000 · Capital Outlay                   | 0.00  | 0.00                                     | 0.00                                       |
| <b>Total Expense</b>                    | 23,834.42                                     | 0.00                                     | -510.20                                    |
| <b>Net Ordinary Income</b>              | -23,834.42                                    | 13,241.75                                | 4,260.20                                   |
| <b>Other Income/Expense</b>             |   |  |  |
| <b>Other Income</b>                     |   |  |  |
| Sales Tax Collection Allowance          | 0.00  | 21.52                                    | 6.09                                       |
| <b>Total Other Income</b>               | 0.00  | 21.52                                    | 6.09                                       |
| <b>Net Other Income</b>                 | 0.00  | 21.52                                    | 6.09                                       |
| <b>Net Income</b>                       | <b>-23,834.42</b>                             | <b>13,263.27</b>                         | <b>4,266.29</b>                            |

Attachment: IDA Profit and Loss by Class (June 2022 EDC/IDA Financials)

3:14 PM

Hardee County Industrial Development Authority  
Profit & Loss by Class  
June 2022

07/06/22

Accrual Basis

|   | Winn Dixie Property - GF<br>(General Fund) | General Fund - Other<br>(General Fund) | Total General Fund |
|---|--|--|--------------------|
| <b>Ordinary Income/Expense</b>          |  |  |                    |
| <b>Income</b>                           |  |  |                    |
| 361100 · Interest Income gen fd         | 0.00                                       | 123.57                                 | 123.57             |
| 361101 · Interest income Mosaic accts   | 0.00                                       | 0.00                                   | 0.00               |
| 362001 · Rental Income                  | 8,780.00                                   | 0.00                                   | 43,700.43          |
| <b>Total Income</b>                     | 8,780.00                                   | 123.57                                 | 43,824.00          |
| <b>Expense</b>                          |  |  |                    |
| 5193100 · Professional Fees Legal       | 0.00                                       | 0.00                                   | 3,873.23           |
| 5193102 · Professional Fees Engineering | 0.00                                       | 0.00                                   | 11,000.00          |
| 5193400 · Landscaping and Grounds       | 600.00                                     | 0.00                                   | 2,150.00           |
| 5194301 · Utilities                     | 0.00                                       | 0.00                                   | 1,499.16           |
| 519450 · Insurance Expense              | 37,121.50                                  | 0.00                                   | 60,843.93          |
| 519460 · Repairs and Maintenance GF     | 0.00                                       | 0.00                                   | 2,304.44           |
| 5194601 · Repairs and Maintenance       | 0.00                                       | 0.00                                   | 0.00               |
| 519480 · Advertising                    | 0.00                                       | 178.50                                 | 178.50             |
| 5194921 · Permit Fees Mosaic            | 0.00                                       | 0.00                                   | 0.00               |
| 519840 · Grant expenses                 | 0.00                                       | 0.00                                   | 0.00               |
| 6000 · Capital Outlay                   | 0.00                                       | 0.00                                   | 0.00               |
| <b>Total Expense</b>                    | 37,721.50                                  | 178.50                                 | 81,849.26          |
| <b>Net Ordinary Income</b>              | -28,941.50                                 | -54.93                                 | -38,025.26         |
| <b>Other Income/Expense</b>             |  |  |                    |
| <b>Other Income</b>                     |  |  |                    |
| Sales Tax Collection Allowance          | 14.27                                      | 0.00                                   | 63.48              |
| <b>Total Other Income</b>               | 14.27                                      | 0.00                                   | 63.48              |
| <b>Net Other Income</b>                 | 14.27                                      | 0.00                                   | 63.48              |
| <b>Net Income</b>                       | <b>-28,927.23</b>                          | <b>-54.93</b>                          | <b>-37,961.78</b>  |

Attachment: IDA Profit and Loss by Class (June 2022 EDC/IDA Financials)

3:14 PM

**Hardee County Industrial Development Authority**  
**Profit & Loss by Class**  
 June 2022

07/06/22

Accrual Basis

|   | 126 W Main Utilitech<br>(Special Revenue) | Ag Test Plot<br>(Special Revenue) | IDA Marketing Program<br>(Special Revenue) |
|---|---|-----------------------------------|--|
| <b>Ordinary Income/Expense</b>          |   |                                   |  |
| <b>Income</b>                           |   |                                   |  |
| 361100 · Interest Income gen fd         | 0.00                                      | 0.00                              | 0.00                                       |
| 361101 · Interest income Mosaic accts   | 0.00                                      | 0.00                              | 0.00                                       |
| 362001 · Rental Income                  | 0.00                                      | 0.00                              | 0.00                                       |
| <b>Total Income</b>                     | 0.00                                      | 0.00                              | 0.00                                       |
| <b>Expense</b>                          |   |                                   |  |
| 5193100 · Professional Fees Legal       | 0.00                                      | 0.00                              | 0.00                                       |
| 5193102 · Professional Fees Engineering | 0.00                                      | 0.00                              | 0.00                                       |
| 5193400 · Landscaping and Grounds       | 0.00                                      | 0.00                              | 0.00                                       |
| 5194301 · Utilities                     | 0.00                                      | 58.00                             | 0.00                                       |
| 519450 · Insurance Expense              | 0.00                                      | 0.00                              | 0.00                                       |
| 519460 · Repairs and Maintenance GF     | 0.00                                      | 0.00                              | 0.00                                       |
| 5194601 · Repairs and Maintenance       | 0.00                                      | 714.00                            | 0.00                                       |
| 519480 · Advertising                    | 0.00                                      | 0.00                              | 0.00                                       |
| 5194921 · Permit Fees Mosaic            | 2,009.38                                  | 0.00                              | 0.00                                       |
| 519840 · Grant expenses                 | 0.00                                      | 0.00                              | 3,500.00                                   |
| 6000 · Capital Outlay                   | 0.00                                      | 0.00                              | 0.00                                       |
| <b>Total Expense</b>                    | 2,009.38                                  | 772.00                            | 3,500.00                                   |
| <b>Net Ordinary Income</b>              | -2,009.38                                 | -772.00                           | -3,500.00                                  |
| <b>Other Income/Expense</b>             |   |                                   |  |
| <b>Other Income</b>                     |   |                                   |  |
| Sales Tax Collection Allowance          | 0.00                                      | 0.00                              | 0.00                                       |
| <b>Total Other Income</b>               | 0.00                                      | 0.00                              | 0.00                                       |
| <b>Net Other Income</b>                 | 0.00                                      | 0.00                              | 0.00                                       |
| <b>Net Income</b>                       | <b>-2,009.38</b>                          | <b>-772.00</b>                    | <b>-3,500.00</b>                           |

Attachment: IDA Profit and Loss by Class (June 2022 EDC/IDA Financials)

3:14 PM

**Hardee County Industrial Development Authority  
Profit & Loss by Class  
June 2022**

07/06/22

Accrual Basis

|   | Spec Building 8- Riveter<br>(Special Revenue) | Spec Bldg 10-Pacer Expansion<br>(Special Revenue) | Special Revenue - Other<br>(Special Revenue) |
|---|---|---|--|
| <b>Ordinary Income/Expense</b>          |   |   |  |
| <b>Income</b>                           |   |   |  |
| 361100 · Interest Income gen fd         | 0.00  | 0.00  | 0.00   |
| 361101 · Interest income Mosaic accts   | 0.00  | 0.00  | 2,828.65                                     |
| 362001 · Rental Income                  | 0.00  | 0.00  | 0.00   |
| <b>Total Income</b>                     | 0.00  | 0.00  | 2,828.65                                     |
| <b>Expense</b>                          |   |   |  |
| 5193100 · Professional Fees Legal       | 0.00  | 0.00  | 0.00   |
| 5193102 · Professional Fees Engineering | 0.00  | 0.00  | 0.00   |
| 5193400 · Landscaping and Grounds       | 0.00  | 0.00  | 0.00   |
| 5194301 · Utilities                     | 0.00  | 0.00  | 0.00   |
| 519450 · Insurance Expense              | 0.00  | 0.00  | 0.00   |
| 519460 · Repairs and Maintenance GF     | 0.00  | 0.00  | 0.00   |
| 5194601 · Repairs and Maintenance       | 0.00  | 0.00  | 0.00   |
| 519480 · Advertising                    | 0.00  | 0.00  | 0.00   |
| 5194921 · Permit Fees Mosaic            | 0.00  | 0.00  | 0.00   |
| 519840 · Grant expenses                 | 0.00  | 0.00  | 0.00   |
| 6000 · Capital Outlay                   | 45,499.47                                     | 148,756.21  | 0.00   |
| <b>Total Expense</b>                    | 45,499.47                                     | 148,756.21  | 0.00   |
| <b>Net Ordinary Income</b>              | -45,499.47                                    | -148,756.21                                       | 2,828.65                                     |
| <b>Other Income/Expense</b>             |   |   |  |
| <b>Other Income</b>                     |   |   |  |
| Sales Tax Collection Allowance          | 0.00  | 0.00  | 0.00   |
| <b>Total Other Income</b>               | 0.00  | 0.00  | 0.00   |
| <b>Net Other Income</b>                 | 0.00  | 0.00  | 0.00   |
| <b>Net Income</b>                       | <b>-45,499.47</b>                             | <b>-148,756.21</b>                                | <b>2,828.65</b>                              |

Attachment: IDA Profit and Loss by Class (June 2022 EDC/IDA Financials)



3:14 PM

Hardee County Industrial Development Authority  
Profit & Loss by Class  
June 2022

07/06/22

Accrual Basis

|   | Total Special Revenue | TOTAL              |
|---|-----------------------|--------------------|
| <b>Ordinary Income/Expense</b>          |                       |                    |
| <b>Income</b>                           |                       |                    |
| 361100 · Interest Income gen fd         | 0.00                  | 123.57             |
| 361101 · Interest income Mosaic accts   | 2,828.65              | 2,828.65           |
| 362001 · Rental Income                  | 0.00                  | 43,700.43          |
| <b>Total Income</b>                     | <b>2,828.65</b>       | <b>46,652.65</b>   |
| <b>Expense</b>                          |                       |                    |
| 5193100 · Professional Fees Legal       | 0.00                  | 3,873.23           |
| 5193102 · Professional Fees Engineering | 0.00                  | 11,000.00          |
| 5193400 · Landscaping and Grounds       | 0.00                  | 2,150.00           |
| 5194301 · Utilities                     | 58.00                 | 1,557.16           |
| 519450 · Insurance Expense              | 0.00                  | 60,843.93          |
| 519460 · Repairs and Maintenance GF     | 0.00                  | 2,304.44           |
| 5194601 · Repairs and Maintenance       | 714.00                | 714.00             |
| 519480 · Advertising                    | 0.00                  | 178.50             |
| 5194921 · Permit Fees Mosaic            | 2,009.38              | 2,009.38           |
| 519840 · Grant expenses                 | 3,500.00              | 3,500.00           |
| 6000 · Capital Outlay                   | 194,255.68            | 194,255.68         |
| <b>Total Expense</b>                    | <b>200,537.06</b>     | <b>282,386.32</b>  |
| <b>Net Ordinary Income</b>              | <b>-197,708.41</b>    | <b>-235,733.67</b> |
| <b>Other Income/Expense</b>             |                       |                    |
| <b>Other Income</b>                     |                       |                    |
| Sales Tax Collection Allowance          | 0.00                  | 63.48              |
| <b>Total Other Income</b>               | <b>0.00</b>           | <b>63.48</b>       |
| <b>Net Other Income</b>                 | <b>0.00</b>           | <b>63.48</b>       |
| <b>Net Income</b>                       | <b>-197,708.41</b>    | <b>-235,670.19</b> |

Attachment: IDA Profit and Loss by Class (June 2022 EDC/IDA Financials)

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## Hardee County Industrial Development Authority

## Balance Sheet

07/06/22

As of June 30, 2022

Accrual Basis

|                                       | <u>Jun 30, 22</u>          |
|---------------------------------------|----------------------------|
| <b>ASSETS</b>                         |                            |
| Current Assets                        |                            |
| Checking/Savings                      |                            |
| Ona Mine- Mosaic                      | 7,305,917.34               |
| Total Checking/Savings                | <u>7,305,917.34</u>        |
| Total Current Assets                  | <u>7,305,917.34</u>        |
| <b>TOTAL ASSETS</b>                   | <b><u>7,305,917.34</u></b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                            |
| Liabilities                           |                            |
| Current Liabilities                   |                            |
| Other Current Liabilities             |                            |
| Sales Tax Payable                     | 60.00                      |
| Total Other Current Liabilities       | <u>60.00</u>               |
| Total Current Liabilities             | <u>60.00</u>               |
| Total Liabilities                     | 60.00                      |
| Equity                                |                            |
| Retained Earnings                     | 2,928,246.34               |
| Net Income                            | 4,377,611.00               |
| Total Equity                          | <u>7,305,857.34</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b><u>7,305,917.34</u></b> |

Attachment: IDA Ona Mine Balance Sheet (June 2022 EDC/IDA Financials)

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## Hardee County Industrial Development Authority

## Profit &amp; Loss

07/06/22

June 2022

Accrual Basis

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|                         | <u>Jun 22</u>    |
|-------------------------|------------------|
| Ordinary Income/Expense |                  |
| Income                  |                  |
| Interest Income         | 426.58           |
| Total Income            | 426.58           |
| Expense                 |                  |
| Insurance Expense       | 6,680.10         |
| Total Expense           | 6,680.10         |
| Net Ordinary Income     | -6,253.52        |
| Net Income              | <u>-6,253.52</u> |

Attachment: IDA Ona Mine Profit and Loss (June 2022 EDC/IDA Financials)

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07/06/22  
Cash Basis

**Hardee County Economic Development**  
**Balance Sheet**  
As of June 30, 2022

|                                       | Jun 30, 22       |
|---------------------------------------|------------------|
| <b>ASSETS</b>                         |                  |
| Current Assets                        |                  |
| Checking/Savings                      |                  |
| Wauchula State Bank                   | 47,491.69        |
| <b>Total Checking/Savings</b>         | <b>47,491.69</b> |
| <b>Total Current Assets</b>           | <b>47,491.69</b> |
| Fixed Assets                          |                  |
| Accum. Depreciation                   | -8,095.78        |
| Office Equipment                      | 10,657.17        |
| <b>Total Fixed Assets</b>             | <b>2,561.39</b>  |
| <b>TOTAL ASSETS</b>                   | <b>50,053.08</b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                  |
| Equity                                |                  |
| 3010 - Unrestrict (retained earnings) | 1,263.70         |
| Net Income                            | 48,789.38        |
| <b>Total Equity</b>                   | <b>50,053.08</b> |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>50,053.08</b> |

Attachment: EDC Balance Sheet (June 2022 EDC/IDA Financials)