



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

Agenda

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

Regular Meeting

March 15, 2022 at 8:30 AM

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

Board Members

Denise Grimsley, Chairman
Tommy Watkins, 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. Chairman Grimsley -January 2022 EDC/IDA Minutes

ACTION RECOMMENDED: Motion to approve the January 2022 minutes as presented.

4. AGENDA ITEMS

1. Wade Sansbury -Financial Audit for FY 2020-2021

ACTION RECOMMENDED: Motion to approve the Financial Audit for FY 2020-2021

2. Bill Lambert -Swaine, Harris, and Wohl, P.A. Agreement

ACTION RECOMMENDED: Motion to approve the agreement for the extension of representation and fees to February 16, 2023.

3. Justin Smith -South Florida State College Affiliation Agreement

ACTION RECOMMENDED: Motion to approve the Affiliation Agreement between South Florida State College and Hardee County Industrial Development Authority.

4. Shannon Nash -CRA Interlocal Funding Agreement Related to Housing Revolving Fund

ACTION RECOMMENDED: Motion to adopt Resolution 2022-02 authorizing the CRA interlocal funding agreement and approving the CRA funding agreement allowing the Chair to sign all documents.

5. Sarah Evers -Utilities Feasibility Study Contract Extension

ACTION RECOMMENDED: Motion to approve the Utilities Feasibility Study Contract for an additional six months.

6. Bill Lambert -Wauchula Fresh Lease Amendment

ACTION RECOMMENDED: Motion to allow staff to negotiate dates for the Wauchula Fresh Lease Amendment and authorization for Chair to sign.

5. UPDATES

1. Justin Smith -Operations Report

6. FINANCIAL REPORT

1. Kristi Schierling -January 2022 EDC/IDA Financials

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

2. Kristi Schierling -February 2022 EDC/IDA Financials

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

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

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

Attachments:
January 2022



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

Minutes

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

Regular Meeting

January 11, 2022 at 8:30 AM

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

Board Members

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



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

Hardee County Economic Development Council/Hardee County Industrial Development Authority

Minutes

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January 11, 2022

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Denise Grimsley	Chairman	Present	
Tommy Watkins	Vice-Chairman	Present	
Courtney Green	Board Member	Present	
Calli Ward	Board Member	Absent	
Gene Davis	Board Member	Absent	
Lee Mikell	Board Member	Absent	
Barney Cherry	Board Member	Present	

Visiting: Commissioner Noey Flores, Terry Atchley, Bruce Stayer, Sherri Albritton, County Manager Lawrence McNaul, Michael Kelly and Sarah Johnston.

EDC/IDA Attorney: Shannon Nash

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

2. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tommy Watkins, Vice-Chairman
SECONDER:	Courtney Green, Board Member
AYES:	Grimsley, Watkins, Green, Cherry
ABSENT:	Ward, Davis, Mikell

3. APPROVAL OF MINUTES

1. **Chairman Grimsley** -December 2021 EDC/IDA Minutes

Barney Cherry made a motion and was seconded by Tommy Watkins to approve the minutes as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barney Cherry, Board Member
SECONDER:	Tommy Watkins, Vice-Chairman
AYES:	Grimsley, Watkins, Green, Cherry
ABSENT:	Ward, Davis, Mikell

4. AGENDA ITEMS

1. **Krystin Chapman** -Marketing Presentation

Based on last month's discussion, Krystin Chapman came back this month with a short presentation. Krystin met with each of the board members individually last summer. Based on those meetings, Krystin has listed the top 3 projects that we should target. They are large distribution center, higher skilled positions and equestrian (destination location). Our number one challenge right now is housing. Staff is responding by working with USF-IOG on the housing study, and creating a plan to mitigate risk for housing developers. In our next steps, we would like to commit to a strategic plan and start that process in the next 6 months. This strategic plan would give the ability of each board member to talk about their vision and goals for Hardee County with a professional.

Hardee County Economic Development Council/Hardee County Industrial Development Authority
Minutes
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January 11, 2022

Chairman Grimsley said the Director Lambert would work with the staff and decide what the direction is as changes are being made to the staff over the next 12 months. We need a 5 year strategic plan and staff development. There are other things that we need to do to professionalize the office. Staff will work together on a plan and bring it back to the board for approval.

2. Justin Smith -University of Florida Olive Discussion

Justin Smith advised the board that the staff's recommendation is not quite ready. Justin would like to get on a year by year basis where we would come back at least annually with Dr. Folta with an update. He would also like to get to a goal of getting propagated material that we can put in our soil under our production practices to start our own trials. According to Dr. Folta, he believes that we could have material to put in the ground in one to two years. Justin will continue working on the negotiations. Shannon Nash and Justin are working out the legal parts in order to go ahead and reimburse Dr. Folta.

3. Justin Smith -Incubator Contract for Purchase

This item is on the agenda for informational and beginning discussions. Is selling the incubator something we should move forward on? The offer in the agenda is for \$1,250,000. Is this price ok? These are good discussion topics. Shannon Nash does have some changes that need to be made if the board decides to move forward. Tommy Watkins brought up two issues with him. The 360 day feasibility period and the 90 day road construction. Tommy believes that we are leaving money on the table if we tie the building up for 360 days and it is just impossible to build a road in 90 days. He is also not for the purchase of the Farmer's Market. Justin Smith stated that if the incubator does sell, we do have tenants to relocate. The Farmer's Market would be a great place to move them to. Justin Smith and Noey Flores both stated that a 360 day feasibility period for commercial property is pretty standard. Director Lambert said that if we do not sell the building, we need to be prepared to put a new roof on. He suggests that we should seriously look at divesting of this property.

Barney Cherry made a motion and was seconded by Courtney Green to move forward with the contract with all legal and staff changes and to authorize the Chair to sign.

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

5. UPDATES

1. Justin Smith -Office Report

Justin Smith gave a quick operations update. The City has accepted the deed to Carlton Street. The estimated completion date is 1/21/22. The building for Pacer Marine is about 50% complete and is on schedule. We have received our first payment for the solar property. The Commerce Park ribbon cutting went well. Staff will be going to Tallahassee at the end of the month for Rural Days. There we will get to highlight the importance of rural counties to the overall success of economic development. Opportunities for legislative networking will be available as well. The board was also provided with updates on upcoming projects.

6. FINANCIALS

1. Kristi Schierling -December 2021 EDC/IDA Financials

Courtney Green made a motion and was seconded by Barney Cherry to adopt the financials as presented.

Hardee County Economic Development Council/Hardee County Industrial Development Authority

Minutes

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January 11, 2022

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

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

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

Financial Audit for FY 2020-2021
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Swaine, Harris, and Wohl, P.A. Agreement
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
CORR - Extension to Agreement for Legal Representation 2022

SWAINE, HARRIS & WOHL, P.A.
ATTORNEYS AT LAW

BERT J. HARRIS, III
J. MICHAEL SWAINE
ROBERT S. SWAINE
THOMAS J. WOHL
JOCELYN K. SKIPPER
SHANNON L. NASH

425 SOUTH COMMERCE
AVENUE
SEBRING, FL 33870-3702
(863) 385-1549
FAX: (863) 471-0008

January 11, 2022

401 DAL HALL BLVD.
LAKE PLACID, FL 33852-6561
(863) 465-2811
FAX: (863) 465-6999
www.heartlandlaw.com
shannon@heartlandlaw.com

PLEASE REPLY TO:
LAKE PLACID
SEBRING

Via E-Mail: bill.lambert@hardeemail.com

Bill Lambert, Executive Director
Hardee County Industrial Development Authority
Hardee County Economic Development Council, Inc.
107 E. Main Street
Wauchula, Florida 33873

Re: Extension to Agreement for Legal Representation and Fees

Dear Bill:

Nearly two years ago Swaine, Harris & Wohl, P.A. began providing legal services to the Hardee County Industrial Development Authority and Hardee County Economic Development Council, Inc. (the "IDA/EDC") pursuant to the enclosed Agreement for Representation and Fees. The Agreement provides that it may be extended, from year to year, by the Chair with the advice and consent of a majority of the IDA/EDC board. The Agreement was previously extended until February 11, 2022.

Enclosed please find our proposed Extension to Agreement for Representation and Fees for consideration by the IDA/EDC, extending the term of the Agreement until February 16, 2023. There is no change in the fees we charge for our services.

If the extension is approved by the IDA/EDC, please return one fully signed copy of the same to my office. If you have any questions, let me know.

Sincerely,

Shannon L. Nash

Enc.

Attachment: CORR - Extension to Agreement for Legal Representation 2022 (Swaine, Harris, and Wohl, P.A. Agreement)

EXTENSION TO AGREEMENT FOR REPRESENTATION AND FEES

This is an Extension to the Agreement for Representation and Fees 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 **SWAINE, HARRIS & WOHL, P.A.**, Attorneys at Law, 401 Dal Hall Boulevard, Lake Placid, Florida 33852 (herein called "Attorneys").

WHEREAS, the parties entered into an Agreement for Representation and Fees with a term beginning on February 11, 2020 and initially expiring February 11, 2021 (the "Agreement");

WHEREAS, the Agreement was extended until February 11, 2022; and

WHEREAS, the parties wish to further extend the Agreement.

NOW, THEREFORE, IT IS AGREED by the parties as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. The term of the Agreement is hereby extended until February 16, 2023.
3. This Extension may be executed in counterparts, each of which shall constitute and be considered an original for all purposes.
4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

AGREED on this ____ day of February, 2022.

SWAINE, HARRIS & WOHL, P.A.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Bert J. Harris, III

By: _____
Denise Grimsley, Chair

ATTEST:

HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.

By: _____
Denise Grimsley, Chair

ATTEST:

Attachment: CORR - Extension to Agreement for Legal Representation 2022 (Swaine, Harris, and Wohl, P.A. Agreement)

AGREEMENT FOR REPRESENTATION AND FEES

THIS IS AN AGREEMENT 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 **SWAINE, HARRIS & WOHL, P.A.**, Attorneys at Law, 401 Dal Hall Boulevard, Lake Placid, Florida 33852 (herein called "Attorneys").

WITNESSETH

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

1. IDA/EDC hereby retains Attorneys to perform all necessary legal work for IDA/EDC, except for certain limited legal matters in which IDA/EDC will be represented by an attorney specializing in that area of law.
2. Attorneys hereby accept such employment and agree to render and perform such legal services and furnish all advice relevant to such legal matters for IDA/EDC. The services will be performed by attorneys licensed to practice in the State of Florida, and by paralegals or legal assistants (non-lawyers working under the direct supervision of an attorney) with specialized training or experience in such legal matters.
3. IDA/EDC hereby agrees to pay Attorneys, as compensation for the services to be performed, the professional time spent by attorneys, paralegals and legal assistants at the rate of \$175.00 per hour for attorneys and \$85.00 per hour for paralegals and legal assistants.
4. In addition to fees for services, IDA/EDC shall pay Attorneys all sums in the nature of costs which Attorneys have paid or will be required to pay during their representation of IDA/EDC and shall provide reimbursement for mileage at the then-current Internal Revenue Service Standard Mileage Rates. Expenses may include, but shall not be limited to, court costs, computer research time, deposition costs, long distance telephone calls, reproduction costs, service of process, cost of publication, witness fees, expert witnesses fees, and all other expenses Attorneys consider reasonably necessary for the proper representation of IDA/EDC. These sums shall not be a part of the fees herein agreed to be paid, but shall be in addition thereto.
5. The term of this contract shall begin upon the date last signed by a party below and shall end one year from that date, unless terminated earlier. The IDA/EDC or Attorneys may terminate this agreement by giving reasonable written notice to the other. This agreement may be

extended, from year to year, by the Chair with the advice and consent of a majority of IDA/EDC board.

6. All papers, records, documents, exhibits, or other items delivered to Attorneys by IDA/EDC shall be returned to IDA/EDC at the conclusion of representation in each particular matter, at the request of IDA/EDC. All papers produced by Attorneys and all research and other work done by Attorneys shall remain the property of Attorneys.

7. **AS REQUIRED BY § 119.0701(2)(a), FLORIDA STATUTES: IF ATTORNEYS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEYS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Kristi Schierling, AT 863-773-3030, EMAIL: info@hardeemail.com OR 107 E. MAIN STREET, WAUCHULA, FLORIDA, 33873.**

8. Attorneys shall:

8.1 Keep and maintain public records required by IDA/EDC to perform such legal services.

8.2 Upon request from IDA/EDC's custodian of public records, Attorneys 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.


8.3 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 if Attorneys do not transfer the records to IDA/EDC.

8.4 Upon completion of the contract, transfer, at no cost to IDA/EDC, all public records in possession of Attorneys or keep and maintain public records required by IDA/EDC to perform the legal services. If the Attorneys transfer all public records to IDA/EDC upon completion of the contract, Attorneys shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Attorneys keep and maintain public records upon completion of the contract, Attorneys 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.

9. 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 Attorneys, either of which shall constitute and be considered an original for all purposes.

SWAINE, HARRIS & WOHL, P.A.

By: 
Bert J. Harris, III

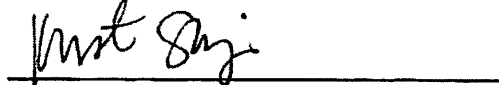
Dated: 7 Feb 2020

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: 

Dated: 2-1-2020

ATTEST:

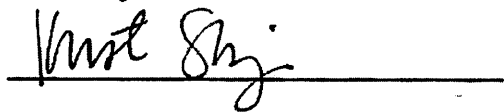


HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.

By: 

Dated: 2-11-2020

ATTEST:



Attachment: CORR - Extension to Agreement for Legal Representation 2022 (Swaine, Harris, and Wohl, P.A. Agreement)

EXTENSION TO AGREEMENT FOR REPRESENTATION AND FEES

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WHEREAS, the parties entered into an Agreement for Representation and Fees with a term beginning on February 11, 2020 and expiring February 11, 2021 (the "Agreement"); and

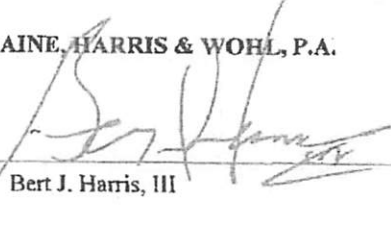
WHEREAS, the parties wish to extend the Agreement for a term of one year.

NOW, THEREFORE, IT IS AGREED by the parties as follows:

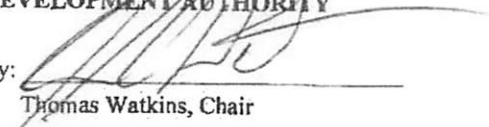
1. The above recitals are true and correct, and are incorporated herein by reference.
2. The term of the Agreement is hereby extended until February 11, 2022.
3. This Extension may be executed in counterparts, each of which shall constitute and be considered an original for all purposes.
4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

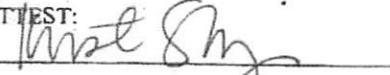
AGREED on this 12 day of January, 2021.

SWAINE, HARRIS & WOHL, P.A.

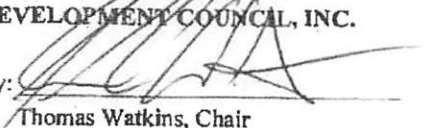
By: 
Bert J. Harris, III

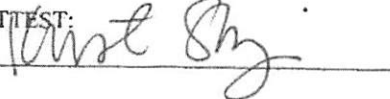
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: 
Thomas Watkins, Chair

ATTEST: 

HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.

By: 
Thomas Watkins, Chair

ATTEST: 

Attachment: CORR - Extension to Agreement for Legal Representation 2022 (Swaine, Harris, and Wohl, P.A. Agreement)

South Florida State College Affiliation Agreement
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
SFSC Olive caretaking 3-1-22

Affiliation Agreement between South Florida State College and Hardee County Industrial Development Authority

This Agreement, dated _____ is entered into by and between the parties, South Florida State College, hereinafter referred to as "SFSC" and Hardee County Industrial Development Authority, a dependent special district, hereinafter referred to as "Hardee County EDC" for the purpose of hosting maintaining SFSC's Olive Grove, located at the SFSC Highlands Campus.

THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

- A. Grove Fertilizing and Pesticide
 - a. Hardee EDC agrees to perform regular fertilizing, monitor the health of trees and soil, and purchase additional supplies with approval and funding provided by SFSC.
 - b. Apply regular pesticide treatments, monitor the health of the trees, and purchase additional applied with approval and funding provided by SFSC.
- B. Mowing and Grass Trimming
 - a. SFSC is responsible for regular mowing (excluding grass trimming) of the grove.
 - b. Hardee EDC is responsible for regular grass trimming to prevent damage to tree crowns. Hardee EDC will provide all necessary equipment (trimmer, trimming line, fuel, etc.) to perform the trimming function.
- C. Irrigation
 - a. Hardee EDC will maintain drip irrigation lines and regularly monitor the effectiveness of the irrigation to maximize the health and growth of the trees.
 - b. Hardee EDC will maintain and adjust, if needed, irrigation frequency.
 - c. SFSC will provide, with prior approval, material, and supplies related to the grove irrigation (drip lines, hose, connectors, nozzles, etc.).
- D. Tree Grafting and Research
 - a. SFSC grants Hardee EDC permission to conduct field research on the grove, including tree grafting, data collection, and publishing findings.
 - b. Hardee EDC will provide SFSC with regular quarterly reports, or as requested, detailing research activities related to SFSC's grove.
- E. Tree Planting and Replacement
 - a. Hardee EDC will perform all necessary activities to rehabilitate and maintain the grove, including tree resets, staking, and necessary irrigation adjustments.
 - b. With prior approval from SFSC, funds will be provided to Hardee EDC to conduct activities noted in item 'a' above.
- F. Grove Access
 - a. SFSC will ensure that Hardee EDC has access to the grove as needed.
 - b. Hardee EDC will ensure that the grove is secured upon exiting the property.
 - c. SFSC will ensure that Hardee EDC has access to the grove's materials/supplies storage area.

- d. Hardee EDC is permitted to store anything purchased, related to the grove at the designated grove materials/supplies storage area.

Indemnification by South Florida State College

South Florida State College (SFSC) agrees to indemnify and hold the Hardee County Industrial Development Authority, its directors, its agents, its representatives, and its employees harmless from and against any and all claims, damages, cost, expenses, including attorney fees, arising in connection with any negligent acts or omissions by SFSC or students in the performance of their obligations under this Agreement. The College is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and nothing herein is intended to serve as a waiver of the College’s sovereign immunity.

Indemnification by Hardee County EDC

Hardee EDC agrees to indemnify, defend and hold harmless SFSC from and against any and all claims, damages, costs, and expenses, including reasonable attorney fees arising in connection with any negligent acts or omissions by the Hardee County EDC in the performance of its obligations under this Agreement, subject to any applicable limitation of liability provided by law, including Section 768.28, Florida Statutes.

This Agreement is entered into under the authority of Florida’s Interlocal Cooperation Act, Section 163.01, Florida Statutes, et. seq.

Signatures

In witness whereof, the parties hereto have executed this Agreement on the dates set forth below.

South Florida State College

Hardee County Industrial Development Authority

Dr. Thomas C. Leitzel, President

Print Name: _____

Title: _____

Date

Date

Attachment: SFSC Olive caretaking 3-1-22 (South Florida State College Affiliation Agreement)

CRA Interlocal Funding Agreement Related to Housing Revolving Fund
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:

Resolution - CRA Interlocal Funding Agreement
Funding Agreement -- IDA_affordable housing and community development(edits of 3_3_22)_46789108v1 sln3-4-
22 CLEAN

RESOLUTION NO. 22-02

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING A LOAN TO THE WAUCHULA COMMUNITY REDEVELOPMENT AGENCY AND A FUNDING AGREEMENT WITH THE CITY OF WAUCHULA AND THE WAUCHULA COMMUNITY REDEVELOPMENT AGENCY ALL FOR THE PURPOSE OF AIDING IN THE PLANNING, UNDERTAKING, OR CARRYING OUT OF COMMUNITY REDEVELOPMENT AND RELATED ACTIVITIES.

WHEREAS, the Hardee County Industrial Development Authority is a dependent special district operating pursuant to Chapter 159, Florida Statutes, (the “IDA”) to foster and promote economic development in Hardee County, Florida, activated by resolutions 84-10 and 96-31 of the Hardee County Board of County Commissioners; and

WHEREAS, the City of Wauchula, a municipal corporation formed under the laws of the State of Florida (the “City”), formed the Wauchula Community Redevelopment Agency (the “CRA”) with the City Commission acting in its dual role as the Board of Directors of the CRA pursuant to Part III, Chapter 163, Florida Statutes; and

WHEREAS, the CRA was created to eliminate slum and blight within the boundaries of the CRA and adopted a Community Redevelopment Plan for the area within its CRA boundaries, which Plan identifies as a goal to “Focus on infill housing developments and develop assistance/partner on programs for home ownership”; and

WHEREAS, under section 163.340(9), Florida Statutes, “Community redevelopment” or “redevelopment” includes undertakings, activities, or projects of a municipality or community redevelopment agency in a community redevelopment area for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, in accordance with a community redevelopment plan; and

WHEREAS, additionally, under section 163.340(10), Florida Statutes, “Community redevelopment area” includes an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly; and

WHEREAS, pursuant to section 163.400(1), Florida Statutes, for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities, any public body is authorized do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related activities, including, but not limited to, conveying any of its interest in any property, lending or contributing funds, and entering into agreements regarding the furnishment of funds or other assistance in connection with community redevelopment; and

WHEREAS, in furtherance of developing affordable housing stock in the CRA boundaries, the Wauchula City Commission, by Resolution 2022-03, conveyed by quit claim deed

four parcels declared surplus city property to the CRA for transfer at a later date to residential purchasers to be used for single family housing (the “Properties”); and

WHEREAS, to foster and promote the economic development of Hardee County and to assist in the creation of new jobs, the IDA has cooperated with the City and the CRA in various projects directed to increasing economic opportunities in Wauchula and Hardee County generally; and

WHEREAS, the City, the CRA, and the IDA have determined and do hereby acknowledge that there is a shortage of affordable housing in Wauchula and Hardee County generally, and that it is in the public’s interest to provide additional affordable residential housing stock in the CRA boundaries because the shortage of such housing hinders economic growth; and

WHEREAS, the IDA Board has discussed and considered a loan to aid the City’s and the CRA’s community redevelopment efforts, in particular, a loan to help fund construction of affordable housing on two of the four Properties; and

WHEREAS, the IDA is willing to loan to the CRA an amount not to exceed \$400,000.00 at 0.00% interest for use by the CRA in construction of affordable housing on two of the Properties in furtherance of community redevelopment efforts; and

WHEREAS, the City, CRA, and IDA desire to enter into an Interlocal Agreement constituting a joint exercise of power, privilege, or authority by and among the parties thereto, to be deemed an “interlocal agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended.

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 incorporated herein by reference.
2. IDA finds that it may lend funds to the CRA pursuant to Section 163.400, Florida Statutes to aid in the planning, undertaking, or carrying out of the CRA’s community redevelopment and related activities.
3. IDA finds that a loan to the CRA for its community redevelopment efforts, namely constructing additional affordable residential housing stock in the CRA boundaries, will foster economic development in Hardee County and will serve the public purpose of advancing the economic prosperity and general welfare of Hardee County and its residents.
4. The IDA approves a 0% interest loan to the CRA in an amount not to exceed \$400,000.00 to aid in the CRA’s community redevelopment efforts through construction of affordable housing on two of the four Properties conveyed by the City to the CRA, subject to terms and conditions as the IDA, City, and CRA may agree in writing.
5. The Board of the Hardee County Industrial Development Authority hereby

authorizes the IDA Chair and/or IDA Vice-Chair to sign and have delivered any documents necessary to effectuate the provisions of this Resolution, including an Interlocal Agreement with the City and CRA for the purposes and funding set forth herein.

- 6. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this 8th day of March, 2022 by the Hardee County Industrial Development Authority.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Denise Grimsley, Chairman

ATTEST:

By: _____

Name: _____

Attachment: Resolution - CRA Interlocal Funding Agreement (CRA Interlocal Funding Agreement Related to Housing Revolving Fund)

**CITY OF WAUCHULA
WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the Hardee County Industrial Development Authority, a dependent special district created under the laws of the State of Florida ("IDA"), the City of Wauchula, ("City"), a municipal corporation under the laws of the State of Florida, and the Wauchula Community Redevelopment Agency ("CRA").

RECITALS

1. The IDA is a dependent special district operating pursuant to Chapter 159, Florida Statutes, to foster and promote economic development in Hardee County, Florida, activated by resolutions 84-10 and 96-31 of the Hardee County Board of County Commissioners; and

2. The City of Wauchula, a municipal corporation formed under the laws of the State of Florida (the "City"), formed the CRA with the City Commission acting in its dual role as the Board of Directors of the CRA pursuant to Part III, Chapter 163, Florida Statutes; and

3. The CRA was created to eliminate slum and blight within the boundaries of the CRA; and

4. The CRA adopted a Community Redevelopment Plan for the area within its CRA boundaries, which Plan identifies as a goal to "Focus on infill housing developments and develop assistance/partner on programs for home ownership"; and

5. Under section 163.340(9), Florida Statutes, "Community redevelopment" or "redevelopment" includes undertakings, activities, or projects of a municipality or community redevelopment agency in a community redevelopment area for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, in accordance with a community redevelopment plan; and

6. Additionally, under section 163.340(10), Florida Statutes, "Community redevelopment area" includes an area in which there is a

shortage of housing that is affordable to residents of low or moderate income, including the elderly; and

7. Pursuant to section 163.400(1), Florida Statutes, for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities, any public body is authorized do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related activities, including, but not limited to, conveying any of its interest in any property, lending or contributing funds, and entering into agreements regarding the furnishment of funds or other assistance in connection with community redevelopment; and

8. In furtherance of developing affordable housing stock in the CRA boundaries, the Wauchula City Commission, by Resolution 2022-03, conveyed by quit claim deed four parcels declared surplus city property to the CRA for transfer at a later date to residential purchasers to be used for single family housing, which properties are located at (1) 705 South 8th Avenue, Wauchula, Florida (Parcel Number 03-34-25-0400-00002-0006); (2) 709 South 8th Avenue, Wauchula, Florida (Parcel Number 03-34-25-0400-00002-0007); (3) 711 South 8th Avenue, Wauchula, Florida (Parcel Number 03-34-25-0400-00002-0010); and (4) 722 South 7th Avenue, Wauchula, Florida (Parcel Number 03-34-25-0400-00001-0017) (the "Properties"); and

9. To foster and promote the economic development of Hardee County and to assist in the creation of new jobs, the IDA has cooperated with the City and the CRA in various projects directed to increasing economic opportunities in Wauchula and Hardee County generally; and

10. At one or more public meetings, the IDA Board discussed and considered a loan to aid the City's and the CRA's community redevelopment efforts, in particular, a loan to help fund construction of affordable housing on two of the four Properties; and

11. By IDA Resolution 22-____, the IDA approved a loan to the CRA, in an amount not to exceed \$400,000.00 for community redevelopment efforts and specifically for use by the CRA in construction of affordable housing on two of the Properties the City conveyed to the CRA; and

12. The City, the CRA, and the IDA have determined and acknowledge that there is a shortage of affordable housing in Wauchula and

Hardee County generally, and that it is in the public's interest to provide additional affordable residential housing stock in the CRA boundaries because the shortage of such housing hinders economic growth; and

13. This Interlocal Agreement constitutes a joint exercise of power, privilege, or authority by and among the parties hereto, and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended.

ACCORDINGLY, in consideration of the above-stated Recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above-stated Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PURPOSE OF AGREEMENT. This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 2 of the Article VIII of the Constitution of the State of Florida, Chapter 166 and Chapter 163, Florida Statutes. This Interlocal Agreement is for the purpose of advancing and cooperatively developing essential public functions, to wit, the development of affordable housing stock within the CRA boundaries on the Properties identified above, which will facilitate economic development in Hardee County and the City, and shall be liberally construed to effect the purposes hereof.

SECTION 3. PARTIES; NOTICE. The parties and their respective addresses for purposes of this Agreement, including the mailing or delivery of written notices, are as follows:

INDUSTRIAL DEVELOPMENT AUTHORITY
107 EAST MAIN STREET
WAUCHULA, FL 33873
863-773-3030 PHONE; 863-773-4915 FAX
ATTENTION: EXECUTIVE DIRECTOR

WAUCHULA CRA
107 E. MAIN STREET
WAUCHULA, FL 33873
ATTENTION: JESSICA NEWMAN, DIRECTOR

Except as otherwise provided in this Agreement, any bill, statement, notice or other communication (each a "Notice") which either party may

desire or be required to give to the other party, will be deemed sufficiently given or rendered if, in writing, delivered to the other party personally or sent by registered or certified mail, return receipt requested, or by guaranteed overnight courier, addressed to such party at its mailing address specified in Section 3. Notices will be deemed to have been given (a) on the date delivered, if delivered personally, (b) on the next Business Day after delivering the same to a guaranteed overnight courier for next day delivery or (c) 3 Business Days following the date mailed, if mailed as provided in this Section 3.

SECTION 4. CITY COMMITMENTS.

The City agrees to provide and has already conveyed to the CRA, pursuant to Resolution 2022-03, the four Properties identified above for construction of single-family residences by the CRA.

SECTION 5. IDA COMMITMENTS.

The IDA agrees to loan to the CRA an amount not to exceed \$400,000.00, at 0.0% interest, for use by the CRA in its community redevelopment efforts, and specifically to construct affordable housing on two (2) of the four (4) Properties identified herein. Upon the CRA's execution of a contract or contracts for the construction of single-family residences on the subject Properties, the IDA will advance the funds. In no event shall the total sums furnished by the IDA to the CRA under this Agreement exceed \$400,000. If ground has not been broken for construction on or before April 1, 2023, the CRA shall return to IDA any and all funds provided to the CRA under this Agreement without demand, and this agreement shall terminate upon IDA's written confirmation of receipt of the funds.

SECTION 6. CRA COMMITMENTS.

a. The CRA commits to directing the IDA funds set forth above to the construction of single-family residences on two (2) of the Properties identified herein to increase the stock of affordable housing in the CRA boundaries.

b. Within six months from the execution of this agreement, the CRA will solicit bids for the construction of single-family residences on two (2) Properties.

c. Within eight months from the date of this agreement, the CRA will execute the contracts necessary to secure construction of single-family residences on two (2) of the Properties and identify to the IDA for which two Properties the IDA funds will be utilized.

d. The CRA will serve as project manager to monitor the progress of construction of single-family residences on the two (2) Properties. The CRA shall ensure that substantial completion of the construction occurs within 20 months after the date of this agreement and pursue issuance of a certificate of occupancy for the two (2) Properties no later than 24 months from the date of this agreement.

e. Once construction is complete, the CRA will (i) advertise the Properties as affordable housing and facilitate the application process for eligible prospective home buyers and (ii) immediately return to IDA any IDA funds provided but not utilized in the CRA's construction efforts.

f. The CRA shall ensure payment of all applicable obligations, including fulfillment of the CRA's obligation to repay the IDA in full as is set forth herein.

g. Upon the sale of each property, the CRA will repay the IDA funds loaned to the CRA under this Agreement that have not already been repaid by CRA to IDA pursuant to Section 6(e)(ii) above. If the total proceeds exceed the total funds advanced by the IDA, such excess proceeds shall be deposited into the CRA Fund.

h. CRA shall maintain separate accounting records of moneys held pursuant to this Agreement in accordance with generally accepted governmental accounting principles, and shall make such records available for inspection and audit by the IDA upon request. No IDA funds shall be used for the purpose of salary, benefits, or administrative overhead of the CRA or City.

SECTION 7. COMPLIANCE VERIFICATION. By the 5th day of each month, the CRA will provide a written update on the status of construction efforts and information on IDA funds expended. No later than 30 days from the end of each quarter, a representative of the CRA will attend a regularly scheduled public meeting of the IDA to provide a verbal update and visual progress report of the CRA's construction efforts, including updated site photographs and a description of the next phase of the construction.

SECTION 8. GENERAL PROVISIONS.

a. **AUTHORITY.** Each party represents that it has obtained all necessary authority to enter into this Agreement.

b. **RELATIONSHIP OF PARTIES.** The parties will perform their respective obligations under this Agreement as independent contractors and not as agents, employees, partners, joint ventures, or representatives of the other party. No party can make representations or commitments that bind any other party.

c. **LIMITATION OF LIABILITY.** In no event will any party be liable to any other party for any indirect, special, punitive, exemplary, incidental or consequential damages. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

d. **TERM.** The term of this Agreement commences on the Effective Date of the Agreement and continues until the later of 30 months from the execution of the agreement, unless approval from the IDA has granted an extension. Time is of the essence.

e. **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.

f. DISPUTE RESOLUTION AND APPLICABLE LAW

i. **INFORMAL MEETINGS.** The parties' representatives will meet as needed to implement the terms of this Agreement and will make a good faith attempt to informally resolve any disputes.

ii. **MEDIATION.** In the event a dispute arises under this agreement, either party may request the matter be mediated prior to filing suit in accordance with Florida law.

g. **APPLICABLE LAW AND VENUE.** This Agreement is made and entered into in Hardee County, Florida, and this Agreement will be

construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, without regard to any otherwise applicable conflict of law rules or requirements that would require or permit the application of the law of another jurisdiction.

The parties agree that any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement, or the matters referred to herein, shall be commenced exclusively in the Circuit Court in and for Hardee County, Florida and hereby irrevocably and unconditionally consent to the exclusive jurisdiction of this court for the purpose of prosecuting and/or defending such litigation.

h. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in establishing proof of this Agreement to produce or account for more than one such counterpart.

i. MERGER. This document constitutes the final entire agreement between the parties and supersedes any and all prior oral or written communication, representation or agreement relating to the subject matter of this Agreement.

j. SEVERABILITY. Any term in this Agreement prohibited by, or unlawful or unenforceable under, any applicable law or jurisdiction is void without invalidating the remaining terms of this said Agreement. However, where the provisions of any such applicable law may be waived, they are hereby waived by a party, as the case may be, to the fullest extent permitted by the law, and the affected terms are enforceable in accordance with the parties' original intent.

k. SURVIVAL OF COVENANTS. Notwithstanding any expiration, termination or cancellation of this Agreement, the rights and obligations pertaining to payment or repayment of funds and/or remuneration obligation, confidentiality, disclaimers and limitation of liability, indemnification, and any other provision implying survivability will remain in effect after this Agreement ends.

l. BINDING AGREEMENT. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties and their successors and assigns all other agencies, departments, divisions, governmental entities, public corporations

and other entities which shall be successors to each of the parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the parties hereto.

m. **FORCE MAJEURE.** The parties shall not be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes.

o. **NO THIRD PARTY BENEFICIARIES.** No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either expressed or implied) is intended to confer upon any person or entity, other than the City, CRA, and/or IDA, any rights, remedies, obligations or liabilities under or by reason of this Agreement. No provision of this Agreement shall be construed as existing for the benefit of any third party or as being enforceable by any party not a signatory hereto.

SECTION 9. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this agreement may be construed to be a waiver of the sovereign immunity of any government entity to suit.

SECTION 10. MODIFICATION. This instrument contains 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 representations were made or relied upon by either party, other than those that are expressly set forth. No amendment or modification of this Agreement will be effective unless reduced to writing and signed by all of the parties hereto.

SECTION 11. Public Records. The parties acknowledge that all documents, including but not limited to, letters, memos, e-mails, plans, specifications, maps, evaluations, reports, and other records prepared or developed under this Agreement may be considered public records subject to disclosure to the public pursuant to Chapter 119, Florida Statutes. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may provide the first party with seven days written

notice of an intent to terminate this Agreement, during which period if the first party fails to allow access to such public records, the Agreement may be terminated by the other party.

SECTION 12. ATTORNEYS' FEES. In any action or proceeding to enforce or interpret this agreement or any provision hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, including but not limited to bankruptcy and appellate proceedings.

SECTION 13. EFFECTIVE DATE. This Agreement will take effect and become effective upon the filing of fully executed copies with the Clerk of the Circuit Court of Hardee County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first specified above.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a dependent special district

CITY OF WAUCHULA

By: _____, Chairperson

Richard Keith Nadasky, Jr., Mayor

Date: _____

ATTEST: _____
Holly Smith, City Clerk

ATTEST: _____

WAUCHULA CRA

Richard Keith Nadasky, Jr., Chairperson

ATTEST: _____
Holly Smith, City Clerk

APPROVED AS TO FORM & LEGALITY:

Thomas A. Cloud, City Attorney

Attachment: Funding Agreement -- IDA_affordable housing and community development(edits of 3_3_22)_46789108v1 sin3-4-22 CLEAN (CRA

Utilities Feasibility Study Contract Extension
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
Change_Order_1_030922
Updated Project Schedule



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 1 Date 9 March 2022

"Stantec" Stantec Consulting Services Inc. Stantec Project # 177311691 6920 Professional Parkway East, Sarasota, FL 34240-8414 Ph: (941) 907-6900, ext. 172 email: Sergio.Hoyos@stantec.com

"Client" Hardee County Industrial Development Authority Client Project # 107 East Main Street, Wauchula, FL 33873 Ph: (863) 773-3030 email: Sarah.Evers@hardeemail.com

Project Name and Location: Consolidation of Public Utility Infrastructure Feasibility Study for Hardee County, City of Wauchula, City of Bowling Green, Town of Zolfo Springs

In accordance with the original Professional Services Agreement dated September 20, 2021 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

- 1. Collection of existing and historical data and review times by the participants has taken longer than estimated/anticipated
2. Some of the collected operating data and documentation required further processing and format modifications
3. Absence of some of the requested data/information required assumptions and approximations (i.e., Bowling Green has provided little data to date)

Table with 5 columns: Description, Amount, Unit, Currency, Total. Rows include 'Total fees this Change Order' (\$ -), 'Original agreement amount' (\$ 225,000.00), and 'Total Agreement' (\$ 225,000.00).

Effect on Schedule: Extend contract end date to August 20, 2022.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

Stantec Consulting Services Inc.

Hardee County Industrial Development Authority

Sergio Hoyos, MS, PE Senior Wastewater Engineer Print Name and Title

Print Name and Title

Attachment: Change_Order_1_030922 (Utilities Feasibility Study Contract Extension)

Updated Project Schedule

Item	Technical Memorandum	Description	Start Date	End Date
1	TM-3	Submit Data Request to participants to supplement data received.	March 14, 2022	March 28, 2022
		Development of TM-3 Existing and Potential Organizational Structures and Governance. This TM will consist of Tasks 4 and 5 that are included in the scope of services.	March 14, 2022	April 15, 2022
		Review of TM-3 by participants. ¹	April 15, 2022	April 29, 2022
		Workshop with participants.	May 3, 2022	May 3, 2022
		Incorporate comments received from participants and finalize TM-3.	April 15, 2022	May 6, 2022
2	TM-4	Submit Data Request to participants to supplement data received.	April 15, 2022	April 29, 2022
		Development of TM-4 Financial Feasibility and Recommendations. This TM will consist of Tasks 7 and the remainder of Task 6 that are included in the scope of services.	April 15, 2022	June 3, 2022
		Review of TM-4 by participants. ¹	June 3, 2022	June 17, 2022
		Workshop with participants.	June 21, 2022	June 21, 2022
		Incorporate comments received from participants and finalize TM-4.	June 3, 2022	June 24, 2022
3	Report	Prepare Executive Summary (Task 8) to provide findings of TMs and incorporate TMs 1 through 4 as appendix.	June 3, 2022	July 1, 2022
4	Workshop	Prepare Draft Presentation for review by participants.	June 3, 2022	July 1, 2022
		Review of Draft Presentation of findings by participants. ¹	July 1, 2022	July 15, 2022
		Incorporate comments received.	July 1, 2022	July 15, 2022
		Present Report Findings to participants governing bodies.	August 1, 2022	August 12, 2022
<p>Note:</p> <p>1. Review and data request period is set at 2-weeks. Comments and data received within the 2-week period granted will be incorporated into the TMs and final report.</p>				

Wauchula Fresh Lease Amendment
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
AMENDMENT - Lease Wauchula Fresh

**FIRST AMENDMENT TO COMMERCIAL LEASE
BY AND BETWEEN
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND WAUCHULA FRESH, LLC**

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate operating pursuant to Chapter 159, Florida Statutes (the "OWNER") and **WAUCHULA FRESH, LLC**, a Florida limited liability company with a principal address at 1340 US Highway 17 N, Wauchula, Florida (the "TENANT").

WHEREAS, the parties entered into a Commercial Lease Agreement with a Term Start Date of July 20, 2021 for the Premises commonly known as the old hospital building and adjacent warehouse as are more specifically described in the Commercial Lease Agreement;

WHEREAS, the Commercial Lease Agreement provided that TENANT shall have access to the hospital building as of the Term Start Date, but that TENANT shall not have access to the warehouse until six months following the Term Start Date;

WHEREAS, the Commercial Lease Agreement also provided that on notice to TENANT, OWNER may extend Warehouse Access Date for up to 90 days;

WHEREAS, OWNER provided due notice to TENANT and thereby extended the Warehouse Access Date until Wednesday, April 20, 2022;

WHEREAS, pursuant to the Commercial Lease Agreement, TENANT is required to pay Rent to OWNER beginning on the Extended Warehouse Access Date; and

WHEREAS, the OWNER desires to extend the Extended Warehouse Access Date and TENANT agrees to the extension as set forth herein.

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

1. The above-stated recitals are true and correct and are incorporated herein by reference. Unless otherwise specifically provided herein, capitalized terms used in this First Amendment shall have the same meaning as it is defined in the Commercial Lease Agreement.

2. The parties agree that the new "Extended Warehouse Access Date" shall be _____. Rent for the month of _____ 2022 shall be prorated and is due to OWNER on or before _____, 2022. Rent shall thereafter be due and payable

as provided in the Commercial Lease Agreement.

3. Unless specifically modified herein, all terms and conditions of the Commercial Lease Agreement shall remain in full force and effect.

4. This First Amendment is executed in duplicate, each of which shall be deemed an original.

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

WAUCHULA FRESH, LLC, a Florida limited liability company

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

By: Hardee Fresh, LLC, a Florida limited liability company, as its sole member and manager

By: _____

By: _____
Name: Halton A. Peters
Its: President

Name: Denise Grimsley

Its: Chairman

Date: _____

Date: _____

ATTEST:

By: _____

Attachment: AMENDMENT - Lease Wauchula Fresh (Wauchula Fresh Lease Amendment)

Operations Report
Appointment
From the ClearLine
Kristi Schierling, Office Manager

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

Attachments:

EDC Balance Sheet January 2022
EDC Profit and Loss January 2022
IDA Balance Sheet January 2022
IDA Profit and Loss January 2022
IDA Profit and Loss by Class January 2022
Ona Mine Balance Sheet January 2022
Ona Mine Profit and Loss January 2022

8:36 AM
02/24/22
Cash Basis

Hardee County Economic Development
Balance Sheet
As of January 31, 2022

	Jan 31, 22
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	98,192.55
Total Checking/Savings	98,192.55
Total Current Assets	98,192.55
Fixed Assets	
Accum. Depreciation	-8,095.78
Office Equipment	10,657.17
Total Fixed Assets	2,561.39
TOTAL ASSETS	100,753.94
LIABILITIES & EQUITY	
Equity	
3010 - Unrestrict (retained earnings)	1,263.70
Net Income	99,490.24
Total Equity	100,753.94
TOTAL LIABILITIES & EQUITY	100,753.94

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

8:36 AM
02/24/22
Cash Basis

Hardee County Economic Development
Profit & Loss
January 2022

	Jan 22
Ordinary Income/Expense	
Income	
Transfer In - IDA	150,000.00
Total Income	150,000.00
Expense	
023-0 · Life/Health Insurance	9,445.34
025-0 · Payroll Expenses	32,399.49
031-0 · Professional Services	759.00
040-0 · Travel	4,502.29
043-0 · Utilities	505.15
044-0 · Rentals/Leases	2,297.32
045-0 · Insurance	600.00
051-0 · Office Supplies	10,056.03
052-0 · Operating Supplies	125.27
054-0 · Books, Dues, & Subscriptions	77.97
8500 · Misc expenses	
8510 · Interest expense - general	60.47
8500 · Misc expenses - Other	1,800.34
Total 8500 · Misc expenses	1,860.81
Total Expense	62,628.67
Net Ordinary Income	87,371.33
Net Income	87,371.33

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

8:38 AM

Hardee County Industrial Development Authority

Balance Sheet

02/24/22

As of January 31, 2022

Accrual Basis

	Jan 31, 22
ASSETS	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	1,962,863.36
101013 · WSB Mosaic CD	6,115,184.61
101014 · WSB Mosaic Checking	6,992,485.04
Total Checking/Savings	15,070,533.01
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	5,456.68
Total Accounts Receivable	5,456.68
Other Current Assets	
133016 · R. Riverter LOC	199,133.60
Total Other Current Assets	199,133.60
Total Current Assets	15,275,123.29
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	687,295.88
240000 · Due to SR	-687,295.88
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	100,419.88
133111 · Due from State of Florida	0.42
Total Due From Other Governments	100,420.30
Total Other Assets	100,420.30
TOTAL ASSETS	15,908,619.39
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	7,364.99
220011 · Prepaid Rent - Tech River	12,000.00
220012 · Riveter Security Deposit	1,250.00
222005 · Retainage Payable - GF	260,787.51
Total Other Current Liabilities	281,402.50
Total Current Liabilities	281,402.50
Total Liabilities	281,402.50
Equity	
Fund Balance	
3000 · Nonspendable	553,004.83
3001 · Restrcted for Economic Dev Proj	15,022,625.88

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

8:38 AM

Hardee County Industrial Development Authority

Balance Sheet

02/24/22

As of January 31, 2022

Accrual Basis

	<u>Jan 31, 22</u>
3003 - Unassigned	<u>2,370,224.04</u>
Total Fund Balance	17,945,854.75
32000 - Unrestricted Net Assets	-1,022,384.29
Net Income	<u>-1,296,253.57</u>
Total Equity	<u>15,627,216.89</u>
TOTAL LIABILITIES & EQUITY	<u>15,908,619.39</u>

8:39 AM

Hardee County Industrial Development Authority

Profit & Loss

January 2022

02/24/22

Accrual Basis

	<u>Jan 22</u>
Ordinary Income/Expense	
Income	
337500 · EDA Proceeds Gen FD	100,419.88
361100 · Interest Income gen fd	94.95
361101 · Interest income Mosaic accts	2,516.71
362001 · Rental Income	44,448.65
	<u>147,480.19</u>
Total Income	147,480.19
Expense	
5193100 · Professional Fees Legal	3,066.34
519320 · Accounting and audit	11,732.30
5193400 · Landscaping and Grounds	4,558.00
5194301 · Utilities	2,441.22
519450 · Insurance Expense	980.35
519460 · Repairs and Maintenance GF	700.00
5194601 · Repairs and Maintenance	2,671.82
519480 · Advertising	82.63
5195206 · Grove Caretaking/Fertilizer	1,326.90
519840 · Grant expenses	79,447.27
6000 · Capital Outlay	312,577.31
6001 · Transfer to EDC	150,000.00
	<u>569,584.14</u>
Total Expense	569,584.14
Net Ordinary Income	-422,103.95
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	79.97
	<u>79.97</u>
Total Other Income	79.97
Net Other Income	79.97
Net Income	<u><u>-422,023.98</u></u>

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

8:39 AM

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

02/24/22

Accrual Basis

	Utilities Study- EDA Grant (General Fund)	Spec Building 10- EDA Grant (General Fund)	Phase 2 Expansion- EDA Grant (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	17,913.00	0.00	82,506.88
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	17,913.00	0.00	82,506.88
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	10,660.50	0.00	0.00
6000 · Capital Outlay	0.00	242,098.03	0.00
6001 · Transfer to EDC	0.00	0.00	0.00
Total Expense	10,660.50	242,098.03	0.00
Net Ordinary Income	7,252.50	-242,098.03	82,506.88
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	7,252.50	-242,098.03	82,506.88

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

8:39 AM

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

02/24/22

Accrual Basis

	Florida Job Growth Grant (General Fund)	Administrative (General Fund)	Fla Hospital Overhead (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	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	0.00
Total Income	0.00	0.00	0.00
Expense			
5193100 · Professional Fees Legal	0.00	3,066.34	0.00
519320 · Accounting and audit	0.00	11,732.30	0.00
5193400 · Landscaping and Grounds	0.00	0.00	3,208.00
5194301 · Utilities	0.00	0.00	847.45
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
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	3,421.00	0.00	0.00
6001 · Transfer to EDC	0.00	0.00	0.00
Total Expense	3,421.00	14,798.64	4,055.45
Net Ordinary Income	-3,421.00	-14,798.64	-4,055.45
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	-3,421.00	-14,798.64	-4,055.45

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

8:39 AM

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

02/24/22

Accrual Basis

	Incubator Overhead (General Fund)	Incubator (General Fund)	Property Management (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	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	2,328.53	3,207.67	2,268.24
Total Income	2,328.53	3,207.67	2,268.24
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	150.00	0.00	600.00
5194301 · Utilities	2,185.59	-1,320.84	439.25
519450 · Insurance Expense	980.35	0.00	0.00
519460 · Repairs and Maintenance GF	700.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	225.00
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
Total Expense	4,015.94	-1,320.84	1,264.25
Net Ordinary Income	-1,687.41	4,528.51	1,003.99
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	19.42	0.00	1.00
Total Other Income	19.42	0.00	1.00
Net Other Income	19.42	0.00	1.00
Net Income	-1,667.99	4,528.51	1,004.99

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

8:39 AM

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

02/24/22

Accrual Basis

	Spec Buildings1 & 3(2275&2239) (General Fund)	Spec Building 4 (TechRiver) (General Fund)	Spec Building 5 (2280) (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	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	10,872.46	0.00	13,241.75
Total Income	10,872.46	0.00	13,241.75
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	163.82	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
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00
6001 · Transfer to EDC	0.00	0.00	0.00
Total Expense	0.00	163.82	0.00
Net Ordinary Income	10,872.46	-163.82	13,241.75
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	17.67	0.00	21.52
Total Other Income	17.67	0.00	21.52
Net Other Income	17.67	0.00	21.52
Net Income	10,890.13	-163.82	13,263.27

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

8:39 AM

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

02/24/22

Accrual Basis

	Spec Building 8- Riveter (General Fund)	Winn Dixie Property - GF (General Fund)	General Fund - Other (General Fund)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	94.95
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	3,750.00	8,780.00	0.00
Total Income	3,750.00	8,780.00	94.95
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	600.00	0.00
5194301 · Utilities	80.95	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	82.63
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00
6001 · Transfer to EDC	0.00	0.00	150,000.00
Total Expense	80.95	600.00	150,082.63
Net Ordinary Income	3,669.05	8,180.00	-149,987.68
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	6.09	14.27	0.00
Total Other Income	6.09	14.27	0.00
Net Other Income	6.09	14.27	0.00
Net Income	3,675.14	8,194.27	-149,987.68

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

8:39 AM

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

02/24/22

Accrual Basis

	Total General Fund	UF Research Funding (Special Revenue)	Ag Test Plot (Special Revenue)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	100,419.88	0.00	0.00
361100 · Interest Income gen fd	94.95	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	44,448.65	0.00	0.00
Total Income	144,963.48	0.00	0.00
Expense			
5193100 · Professional Fees Legal	3,066.34	0.00	0.00
519320 · Accounting and audit	11,732.30	0.00	0.00
5193400 · Landscaping and Grounds	4,558.00	0.00	0.00
5194301 · Utilities	2,396.22	0.00	45.00
519450 · Insurance Expense	980.35	0.00	0.00
519460 · Repairs and Maintenance GF	700.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	2,671.82
519480 · Advertising	82.63	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	225.00	0.00	1,101.90
519840 · Grant expenses	10,660.50	64,492.00	0.00
6000 · Capital Outlay	245,519.03	0.00	2,325.00
6001 · Transfer to EDC	150,000.00	0.00	0.00
Total Expense	429,920.37	64,492.00	6,143.72
Net Ordinary Income	-284,956.89	-64,492.00	-6,143.72
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	79.97	0.00	0.00
Total Other Income	79.97	0.00	0.00
Net Other Income	79.97	0.00	0.00
Net Income	-284,876.92	-64,492.00	-6,143.72

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

8:39 AM

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

02/24/22

Accrual Basis

	IDA Marketing Program (Special Revenue)	Spec Building 8- Riveter (Special Revenue)	Special Revenue - Other (Special Revenue)
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	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	2,516.71
362001 · Rental Income	0.00	0.00	0.00
Total Income	0.00	0.00	2,516.71
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00
5195206 · Grove Caretaking/Fertilizer	0.00	0.00	0.00
519840 · Grant expenses	4,294.77	0.00	0.00
6000 · Capital Outlay	0.00	60,933.28	3,800.00
6001 · Transfer to EDC	0.00	0.00	0.00
Total Expense	4,294.77	60,933.28	3,800.00
Net Ordinary Income	-4,294.77	-60,933.28	-1,283.29
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	-4,294.77	-60,933.28	-1,283.29

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

8:39 AM

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

02/24/22

Accrual Basis

	Total Special Revenue	TOTAL
Ordinary Income/Expense		
Income		
337500 · EDA Proceeds Gen FD	0.00	100,419.88
361100 · Interest Income gen fd	0.00	94.95
361101 · Interest income Mosaic accts	2,516.71	2,516.71
362001 · Rental Income	0.00	44,448.65
Total Income	2,516.71	147,480.19
Expense		
5193100 · Professional Fees Legal	0.00	3,066.34
519320 · Accounting and audit	0.00	11,732.30
5193400 · Landscaping and Grounds	0.00	4,558.00
5194301 · Utilities	45.00	2,441.22
519450 · Insurance Expense	0.00	980.35
519460 · Repairs and Maintenance GF	0.00	700.00
5194601 · Repairs and Maintenance	2,671.82	2,671.82
519480 · Advertising	0.00	82.63
5195206 · Grove Caretaking/Fertilizer	1,101.90	1,326.90
519840 · Grant expenses	68,786.77	79,447.27
6000 · Capital Outlay	67,058.28	312,577.31
6001 · Transfer to EDC	0.00	150,000.00
Total Expense	139,663.77	569,584.14
Net Ordinary Income	-137,147.06	-422,103.95
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	79.97
Total Other Income	0.00	79.97
Net Other Income	0.00	79.97
Net Income	-137,147.06	-422,023.98

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

8:41 AM

Hardee County Industrial Development Authority

Balance Sheet

02/24/22

As of January 31, 2022

Accrual Basis

	<u>Jan 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	2,843,025.67
Total Checking/Savings	<u>2,843,025.67</u>
Other Current Assets	
Rent receivable	11,982.04
Total Other Current Assets	<u>11,982.04</u>
Total Current Assets	<u>2,855,007.71</u>
TOTAL ASSETS	<u>2,855,007.71</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	11,982.04
Deferred Inflow	11,982.04
Total Other Current Liabilities	<u>23,964.08</u>
Total Current Liabilities	<u>23,964.08</u>
Total Liabilities	23,964.08
Equity	
Retained Earnings	2,928,246.34
Net Income	<u>-97,202.71</u>
Total Equity	<u>2,831,043.63</u>
TOTAL LIABILITIES & EQUITY	<u>2,855,007.71</u>

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

8:41 AM

Hardee County Industrial Development Authority

Profit & Loss

02/24/22

January 2022

Accrual Basis

	Jan 22
Ordinary Income/Expense	
Income	
Interest Income	71.47
Rental Income	209,858.00
	<hr/>
Total Income	209,929.47
Expense	
Capital Outlay	
Carlton Street	46.26
	<hr/>
Total Capital Outlay	46.26
Grant Expenditures	
Hardee Co. Education Foundation	12,420.20
	<hr/>
Total Grant Expenditures	12,420.20
	<hr/>
Total Expense	12,466.46
	<hr/>
Net Ordinary Income	197,463.01
	<hr/>
Net Income	197,463.01

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

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

Attachments:

EDC Balance Sheet
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

11:25 AM
03/04/22
Cash Basis

Hardee County Economic Development
Balance Sheet
As of February 28, 2022

	Feb 28, 22
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	136,590.45
Total Checking/Savings	136,590.45
Total Current Assets	136,590.45
Fixed Assets	
Accum. Depreciation	-8,095.78
Office Equipment	10,657.17
Total Fixed Assets	2,561.39
TOTAL ASSETS	139,151.84
LIABILITIES & EQUITY	
Equity	
3010 - Unrestrict (retained earnings)	1,263.70
Net Income	137,888.14
Total Equity	139,151.84
TOTAL LIABILITIES & EQUITY	139,151.84

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

11:25 AM
03/04/22
Cash Basis

Hardee County Economic Development
Profit & Loss
February 2022

	Feb 22
Ordinary Income/Expense	
Income	
Grants	81,000.00
Rent	3,923.78
	84,923.78
Total Income	84,923.78
Expense	
023-0 · Life/Health Insurance	3,096.02
025-0 · Payroll Expenses	32,086.89
031-0 · Professional Services	313.90
040-0 · Travel	1,631.84
043-0 · Utilities	706.14
044-0 · Rentals/Leases	2,297.32
051-0 · Office Supplies	2,248.73
052-0 · Operating Supplies	135.38
054-0 · Books, Dues, & Subscriptions	3,847.22
8500 · Misc expenses	162.44
	46,525.88
Total Expense	46,525.88
Net Ordinary Income	38,397.90
Net Income	38,397.90

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

11:27 AM

Hardee County Industrial Development Authority

Balance Sheet

As of February 28, 2022

03/04/22

Accrual Basis

	Feb 28, 22
ASSETS	
Current Assets	
Checking/Savings	
101009 - WSB Sales (GF)	1,582,971.49
101013 - WSB Mosaic CD	6,117,521.78
101014 - WSB Mosaic Checking	6,912,384.90
Total Checking/Savings	14,612,878.17
Accounts Receivable	
115001 - Accounts Receivable Rental Inc	17,034.98
Total Accounts Receivable	17,034.98
Other Current Assets	
133016 - R. Riverter LOC	194,370.92
Total Other Current Assets	194,370.92
Total Current Assets	14,824,284.07
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	687,295.88
240000 - Due to SR	-687,295.88
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
TOTAL ASSETS	15,357,360.29
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 - Sales Tax Payable	7,664.58
220011 - Prepaid Rent - Tech River	12,000.00
220012 - Riveter Security Deposit	1,250.00
222005 - Retainage Payable - GF	260,787.51
Total Other Current Liabilities	281,702.09
Total Current Liabilities	281,702.09
Total Liabilities	281,702.09

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

11:27 AM

Hardee County Industrial Development Authority

Balance Sheet

As of February 28, 2022

03/04/22

Accrual Basis

	Feb 28, 22
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	-1,022,384.29
Net Income	-1,847,812.26
Total Equity	15,075,658.20
TOTAL LIABILITIES & EQUITY	15,357,360.29

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

11:27 AM

Hardee County Industrial Development Authority

Profit & Loss

February 2022

03/04/22

Accrual Basis

	<u>Feb 22</u>
Ordinary Income/Expense	
Income	
361100 · Interest Income gen fd	93.69
361101 · Interest income Mosaic accts	2,498.40
362001 · Rental Income	<u>44,479.90</u>
Total Income	47,071.99
Expense	
5193100 · Professional Fees Legal	2,397.36
5193400 · Landscaping and Grounds	1,350.00
5194301 · Utilities	2,460.10
519450 · Insurance Expense	23,115.09
519460 · Repairs and Maintenance GF	175.00
5194601 · Repairs and Maintenance	327.44
519840 · Grant expenses	27,805.50
6000 · Capital Outlay	<u>541,063.67</u>
Total Expense	598,694.16
Net Ordinary Income	-551,622.17
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	<u>63.48</u>
Total Other Income	63.48
Net Other Income	63.48
Net Income	<u><u>-551,558.69</u></u>

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

11:28 AM

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

03/04/22

Accrual Basis

	Utilities Study- EDA Grant (General Fund)	Spec Building 10- EDA Grant (General Fund)	Phase 2 Expansion- EDA 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
Total Income	0.00	0.00	0.00
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00
5194301 · Utilities	0.00	500.00	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
519840 · Grant expenses	24,305.50	0.00	0.00
6000 · Capital Outlay	0.00	175,163.29	286,869.77
Total Expense	24,305.50	175,663.29	286,869.77
Net Ordinary Income	-24,305.50	-175,663.29	-286,869.77
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	-24,305.50	-175,663.29	-286,869.77

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

11:28 AM

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

03/04/22

Accrual Basis

	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
Total Income	0.00	0.00	5,536.20
Expense			
5193100 · Professional Fees Legal	2,397.36	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	150.00
5194301 · Utilities	0.00	672.80	641.20
519450 · Insurance Expense	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	175.00
5194601 · Repairs and Maintenance	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	2,397.36	672.80	966.20
Net Ordinary Income	-2,397.36	-672.80	4,570.00
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	2.93
Total Other Income	0.00	0.00	2.93
Net Other Income	0.00	0.00	2.93
Net Income	-2,397.36	-672.80	4,572.93

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

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

03/04/22

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	2,299.49	10,872.46	0.00
Total Income	2,299.49	10,872.46	0.00
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
5193400 · Landscaping and Grounds	600.00	0.00	0.00
5194301 · Utilities	497.43	0.00	167.72
519450 · Insurance Expense	4,145.82	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
519840 · Grant expenses	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00
Total Expense	5,243.25	0.00	167.72
Net Ordinary Income	-2,943.76	10,872.46	-167.72
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	1.00	17.67	0.00
Total Other Income	1.00	17.67	0.00
Net Other Income	1.00	17.67	0.00
Net Income	-2,942.76	10,890.13	-167.72

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

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

03/04/22

Accrual Basis

	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
Total Income	13,241.75	3,750.00	8,780.00
Expense			
5193100 · Professional Fees Legal	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	600.00
5194301 · Utilities	0.00	-83.05	0.00
519450 · Insurance Expense	0.00	16,867.27	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00
5194601 · Repairs and Maintenance	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	16,784.22	600.00
Net Ordinary Income	13,241.75	-13,034.22	8,180.00
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	-13,028.13	8,194.27

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

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

03/04/22

Accrual Basis

	General Fund - Other (General Fund)	Total General Fund	Ag Test Plot (Special Revenue)
Ordinary Income/Expense			
Income			
361100 · Interest Income gen fd	93.69	93.69	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00
362001 · Rental Income	0.00	44,479.90	0.00
Total Income	93.69	44,573.59	0.00
Expense			
5193100 · Professional Fees Legal	0.00	2,397.36	0.00
5193400 · Landscaping and Grounds	0.00	1,350.00	0.00
5194301 · Utilities	0.00	2,396.10	64.00
519450 · Insurance Expense	0.00	21,013.09	2,102.00
519460 · Repairs and Maintenance GF	0.00	175.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	327.44
519840 · Grant expenses	0.00	24,305.50	0.00
6000 · Capital Outlay	0.00	462,033.06	0.00
Total Expense	0.00	513,670.11	2,493.44
Net Ordinary Income	93.69	-469,096.52	-2,493.44
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	63.48	0.00
Total Other Income	0.00	63.48	0.00
Net Other Income	0.00	63.48	0.00
Net Income	93.69	-469,033.04	-2,493.44

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

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

03/04/22

Accrual Basis

	IDA Marketing Program (Special Revenue)	Spec Building 8- Riveter (Special Revenue)	Special Revenue - Other (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	2,498.40
362001 · Rental Income	0.00	0.00	0.00
Total Income	0.00	0.00	2,498.40
Expense			
5193100 · Professional Fees Legal	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
519840 · Grant expenses	3,500.00	0.00	0.00
6000 · Capital Outlay	0.00	79,030.61	0.00
Total Expense	3,500.00	79,030.61	0.00
Net Ordinary Income	-3,500.00	-79,030.61	2,498.40
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	-79,030.61	2,498.40

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

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

03/04/22

Accrual Basis

	Total Special Revenue	TOTAL
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	93.69
361101 · Interest income Mosaic accts	2,498.40	2,498.40
362001 · Rental Income	0.00	44,479.90
Total Income	2,498.40	47,071.99
Expense		
5193100 · Professional Fees Legal	0.00	2,397.36
5193400 · Landscaping and Grounds	0.00	1,350.00
5194301 · Utilities	64.00	2,460.10
519450 · Insurance Expense	2,102.00	23,115.09
519460 · Repairs and Maintenance GF	0.00	175.00
5194601 · Repairs and Maintenance	327.44	327.44
519840 · Grant expenses	3,500.00	27,805.50
6000 · Capital Outlay	79,030.61	541,063.67
Total Expense	85,024.05	598,694.16
Net Ordinary Income	-82,525.65	-551,622.17
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	63.48
Total Other Income	0.00	63.48
Net Other Income	0.00	63.48
Net Income	-82,525.65	-551,558.69

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

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Hardee County Industrial Development Authority

Balance Sheet

03/04/22

As of February 28, 2022

Accrual Basis

	<u>Feb 28, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	2,648,711.42
Total Checking/Savings	<u>2,648,711.42</u>
Other Current Assets	
Rent receivable	11,982.04
Total Other Current Assets	<u>11,982.04</u>
Total Current Assets	<u>2,660,693.46</u>
TOTAL ASSETS	<u>2,660,693.46</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	11,982.04
Deferred Inflow	11,982.04
Total Other Current Liabilities	<u>23,964.08</u>
Total Current Liabilities	<u>23,964.08</u>
Total Liabilities	23,964.08
Equity	
Retained Earnings	2,928,246.34
Net Income	<u>-291,516.96</u>
Total Equity	<u>2,636,729.38</u>
TOTAL LIABILITIES & EQUITY	<u>2,660,693.46</u>

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

11:32 AM

Hardee County Industrial Development Authority

Profit & Loss

February 2022

03/04/22

Accrual Basis

	Feb 22
Ordinary Income/Expense	
Income	
Interest Income	63.36
Sales Tax Payable	15,052.40
Total Income	15,115.76
Expense	
Capital Outlay	
Carlton Street	201,560.64
Total Capital Outlay	201,560.64
Insurance Expense	-5,741.40
Property Taxes	0.00
Total Expense	195,819.24
Net Ordinary Income	-180,703.48
Net Income	-180,703.48

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