



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

Agenda

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

Regular Meeting

November 15, 2022 at 8:30 AM

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

Board Members

Lee Mikell, Chairman
Barney Cherry, Vice-Chairman
Gene Davis
Calli Ward
Courtney Green



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

1. CALL TO ORDER

2. APPROVAL OF AGENDA

PLEASE TURN OFF CELL PHONES

3. APPROVAL OF MINUTES

1. Lee Mikell -October 2022 EDC/IDA Minutes

ACTION RECOMMENDED: Motion to approve the minutes as presented.

4. AGENDA ITEMS

1. Shannon Nash -Election of Chair

ACTION RECOMMENDED: Board's discretion

2. Shannon Nash -Election of Vice Chair

ACTION RECOMMENDED: Board's discretion

3. Justin Smith -Meeting Schedule 2023

ACTION RECOMMENDED: Motion to approve regular EDC/IDA meetings to be held on the 2nd Thursday of each month at 8:30am for the calendar year 2023.

4. Dr. Elizabeth Strom & Dr. Trent Green -USF-FIOG Housing Study Presentation

ACTION RECOMMENDED: Motion to accept the USF-FIOG Housing Study as presented.

5. Sarah Evers -Stantec Consulting Services- Utilities Feasibility Study Change Order #2

ACTION RECOMMENDED: Motion to approve change order #2 with Stantec Consulting Services and authorize the Chair to sign.

6. Justin Smith -Moye Property Commercial Land Contract & Resolution 2022-05

ACTION RECOMMENDED: Motion to approve the purchase of real property as described in the Commercial Contract with Ronald F. and Sharon D. Moye subject to the terms and conditions and price set forth in the contract and authorize the Chair or Vice Chair to sign the contract and have it delivered to Ronald F. and Sharon D. Moye and authorize the Chair or Vice Chair to transfer the earnest money deposit as set forth in the contract.

ACTION RECOMMENDED: Motion to approve Resolution 2022-05 as read and authorize the Chair to sign

7. **Justin Smith -Lease with Pacer Marine Manufacturing**

ACTION RECOMMENDED: Motion to approve Commercial Lease with Option to Purchase between IDA and Pacer Marine Engineering, Inc and authorize Chairman to sign.

8. **Justin Smith -IDA Consent of Assignment of Commercial Lease Agreement by Pacer Marine Engineering, Inc. to Mach Connections, LLC**

ACTION RECOMMENDED: Motion to approve assignment of Commercial Lease Agreement by Pacer Marine Engineering, Inc to Mach Connections, LLC and authorize Chairman to sign.

9. **Justin Smith -Memorandum of Commercial Lease and Option to Purchase with Mach Connections, LLC**

ACTION RECOMMENDED: Motion to approve memorandum of Commercial Lease and Option to Purchase between IDA and Mach Connections, LLC and authorize Chairman to sign.

10. **Justin Smith -Memorandum of Understanding- Solar**

ACTION RECOMMENDED: Motion to approve the Memorandum of Understanding and authorize Chairman to sign.

5. EXECUTIVE REPORT

6. FINANCIAL REPORT

1. **John Davis -General Fund & S. Ft. Meade Fund Budget Amendments for FYE 2022**

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

ACTION RECOMMENDED: Motion to approve Resolution 2022-06 and authorize Chairman to sign.

2. **John Davis -Ona Mine Budget Amendments for FYE 2022**

ACTION RECOMMENDED: Motion to approve Ona Mine budget amendments for FYE 2022.

ACTION RECOMMENDED: Motion to approve Resolution 2022-07 and authorize Chairman to sign.

3. **Kristi Schierling -October 2022 EDC/IDA Financials**

ACTION RECOMMENDED: Motion to approve the October 2022 EDC/IDA financials as presented.

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

8. **ADJOURNMENT**

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

Attachments:
October 2022



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

Minutes

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

Regular Meeting

October 17, 2022 at 8:30 AM

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

Board Members

Lee Mikell, Chairman
Barney Cherry, Vice-Chairman
Gene Davis
Calli Ward
Courtney Green



HARDEE COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

Hardee County Economic Development Council/Hardee County Industrial Development Authority

Minutes

Page 2

October 17, 2022

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Lee Mikell	Chairman	Present	
Barney Cherry	Vice-Chairman	Present	
Gene Davis	Board Member	Present	
Calli Ward	Board Member	Present	
Courtney Green	Board Member	Absent	
Shannon Nash	IDA Board Attorney	Present	

Visiting: Alan Mancini, County Commissioner Noey Flores, Bruce Stayer, and Michael Kelly.

Staff: Denise Grimsley, Sarah Evers, Kristi Schierling, Krystin Chapman, and Justin Smith.

EDC/IDA Attorney: Shannon Nash

2. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

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

3. APPROVAL OF MINUTES

1. **Chairman Mikell** -September 2022 EDC/IDA Minutes

A correction will be made to section 5. Website is spelled incorrectly.

A motion was made and seconded to approve the minutes with the correction.

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

4. AGENDA ITEMS

1. **Justin Smith** -Mancini Brands Purchasing Contract and Lease

Justin Smith presented the contract. The appraised/contract price is \$2,300,000. This price includes building and land. Machinery/equipment inside the building is not included in this contract.

Approved the purchase of the real property as more specifically described in the Commercial Contract with Mancini Brands, LLC subject to the terms and conditions and price as set forth in the contract and authorize the Chair or Vice Chair to sign the contract and have it delivered to Mancini Brands, LLC and authorize the Chair of Vice Chair to transfer the earnest money deposit as set forth in the contract.

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

Motion to approve Resolution 2022-04 as read and authorize the Chair to sign.

Justin Smith explained the survey is not completed. Once completed we will close on the property. Attorney Nash read the resolution into the record.

RESOLUTION NO. 2022-04

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF A COMMERCIAL CONTRACT WITH MANCINI BRANDS, LLC FOR THE PURCHASE OF REAL PROPERTY.

WHEREAS, the Hardee County Industrial Development Authority (“IDA”) and Mancini Brands, LLC, wish to enter into a Commercial Contract, whereby Mancini Brands, LLC will sell to IDA, and IDA will purchase from Mancini Brands, LLC, the real property commonly known as 3500 Mancini Pl, 0 Mancini Pl, 0 E Seventh Street, Zolfo Springs, Hardee County, Florida as more specifically described in the Commercial Contract attached hereto as Exhibit “A” (the “Property”);

WHEREAS, Mancini Brands, LLC desires to continue operations of processing and packing food items at the Property;

WHEREAS, the Hardee County Industrial Development Authority and Mancini Brands, LLC wish to enter into a Commercial Lease with Option to Purchase, whereby Mancini Brands, LLC will lease the Property from IDA and have an exclusive option to purchase the Property during the lease term; and

WHEREAS, the acquisition of the Property by the IDA will foster economic development in Hardee County by securing a viable, job-creating company in the community.

NOW, THEREFORE, BE IT RESOLVED BY the Hardee County Industrial Development Authority that:

1. The Board of the Hardee County Industrial Development Authority finds that acquisition of the Property will support the economic growth of the County, will retain and promote gainful employment in the County, and will serve the public purpose of advancing the economic prosperity and general welfare of the County and its citizens.

2. The Board of the Hardee County Industrial Development Authority further

**Hardee County Economic Development Council/Hardee County Industrial Development Authority
Minutes
Page 4
October 17, 2022**

finds that acquisition of the Property at its commercially appraised value of \$2,300,000.00 is appropriate in furtherance of its mission to foster economic development in Hardee County.

3. The Board of the Hardee County Industrial Development Authority does hereby authorize the execution of the Commercial Contract for the purchase of the Property, and authorizes delivery of the same to Mancini Brands, LLC.

4. The Chair and/or Vice Chair is hereby directed to sign and have delivered to Mancini Brands, LLC the Commercial Contract.

5. The Chair and/or Vice Chair is hereby authorized to make transfers of funds and to sign documents necessary to effectuate the IDA’s responsibilities pursuant to and under the Commercial Contract, including authorization to sign all documents and to transfer all funds necessary to effectuate the closing of the purchase of the Property from Mancini Brands, LLC.

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

APPROVED AND ADOPTED this ____ day of _____, 2022 by the Hardee County Industrial Development Authority.

**HARDEE COUNTY
INDUSTRIAL
DEVELOPMENT AUTHORITY**

By:

Lee Mikell, Chairman

ATTEST:

By: _____

Name: _____

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

Motion to approve the Commercial Lease with Purchase Option with Mancini Brands, LLC, as amended, in form and substance, subject to closing on the real property

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

Hardee County Economic Development Council/Hardee County Industrial Development Authority

Minutes

Page 5

October 17, 2022

Calli Ward offered an amendment to remove the last sentence in Section 30. The sentence reads "Owner hereby agrees to hold tenant harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this lease to the extent not attributable to some negligence or recklessness of tenant, its agents or representatives." The amendment was adopted. Both parties have agreed to the removal of the sentence.

The Commercial Lease with Purchase Option with Mancini Brands, LLC, as amended, in form and substance, subject to closing on the real property was approved.

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

2. Sarah Evers -Wauchula Fresh Modular Unit

Sarah Evers stated that this agenda item is requesting the rental of a 36X60 triple wide modular unit. It will be located at the old hospital site for temporary office space for Wauchula Fresh. They are currently in space on Main Street and it is now time for us to begin the renovations on that suite for R. Riveter. The price of the 6 month rental is \$46,100. The agreement for the modular unit will be in our name and we will have insurance for it.

Approved rental of modular office building to be used by Wauchula Fresh, for a period of 6 months with a cost not to exceed \$50,000 and authorizing Chair, Vice Chair, or Executive Director to sign all related documents.

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

5. REPORTS

1. Kristi Schierling -September 2022 EDC/IDA Financials

The September 2022 financials were approved as presented.

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

6. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

Calli Ward thanked the office for all of the work being done and information being put out there because of Hurricane Ian.

7. ADJOURNMENT

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

Election of Chair
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Election of Vice Chair
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Meeting Schedule 2023
Appointment
From the ClearLine
Kristi Schierling, Office Manager

USF-FIOG Housing Study Presentation
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Stantec Consulting Services- Utilities Feasibility Study Change Order #2
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
Stantec Contract
Stantec change order 1
Stantec Change Order 2

CONTRACT FOR PROFESSIONAL SERVICES

(CONSOLIDATION OF PUBLIC UTILITY INFRASTRUCTURE FEASIBILITY STUDY FOR HARDEE COUNTY, CITY OF WAUCHULA, CITY OF BOWLING GREEN, TOWN OF ZOLFO SPRINGS)

THIS CONTRACT is made effective this 20 day of September, 2021 by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and an industrial development authority created pursuant to Chapter 159, Florida Statutes (hereinafter referred to as the “IDA”) and **STANTEC CONSULTING SERVICES INC.**, (hereinafter referred to as the “CONSULTANT”), with an address at 6920 Professional Parkway East, Sarasota, Florida 34240. In consideration of the mutual promises contained herein, the IDA and the CONSULTANT agree:

ARTICLE 1 – PROJECT AND SCOPE OF SERVICES

The CONSULTANT’s responsibility under this Contract is to provide professional services related to development of a feasibility study for consolidation of public utility infrastructure, including engineering and other professional services, as described in IDA Request for Qualifications 2021-002 and the CONSULTANT’s response thereto. This Contract is subject to the terms and conditions of the IDA’s Request for Qualifications.

CONSULTANT shall render, in a professional manner, the services and deliverables set forth in the “Utility Consolidation Feasibility Study Scope of Services”, which is attached hereto and incorporated herein as Attachment A. The Data Request Checklist for the project is set forth in Attachment B.

ARTICLE 2 – DURATION

Unless sooner terminated, the term of this Contract is for a period not to exceed five months beginning from the Effective Date. The “Utility Consolidation Feasibility Study Schedule” is more specifically set forth in Section III of Attachment A.

ARTICLE 3 – CONTRACT PRICE AND PAYMENTS

The fee schedule for the project is set forth in the “Utility Consolidation Feasibility Study Fee Schedule” listed in Section III of Attachment A. IDA agrees to pay CONSULTANT up to Two Hundred Twenty-Five Thousand and No/00 Dollars (\$225,000.00) for the performance and delivery of work and deliverables described or referenced in Article 1 above, which total shall be inclusive of all out-of-pocket expenses as such expenses shall not be separately billed by CONSULTANT for reimbursement by IDA.

CONSULTANT shall submit detailed, monthly invoices to IDA monthly for materials and services rendered toward the completion of the Scope of Services. Each invoice shall identify the services and materials allotted per Task (as the “Task” is identified in Attachment A). IDA shall review each of CONSULTANT’s applications for payment to determine that the application is

acceptable in both form and substance. If acceptable, IDA shall make payment for such amount as is due thereunder within thirty (30) days following receipt of said applications for payment. If unacceptable, IDA shall so notify CONSULTANT, and CONSULTANT shall provide such additional documentation as is reasonably necessary to satisfy IDA's concerns.

All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the IDA. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Services. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of the Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Contract are accurate, complete and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the IDA determine that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The IDA shall exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 5 – TERMINATION

IDA may terminate the Contract, in whole or in part, at any time and for any reason, upon 30 days written notice to CONSULTANT. IDA may, by written notice, terminate this Contract immediately, in whole or in part, at any time due to CONSULTANT's failure to perform any material provision or portion of the Contract, IDA's Request for Qualifications, CONSULTANT's Response to the Request for Qualifications, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required, or failure to undertake adequate safety measures during the performance of the project. Upon notice of termination, work shall be immediately discontinued (unless the notice directs otherwise), and all records and materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to the IDA. Upon termination for any reason, CONSULTANT shall be compensated for work satisfactorily performed through the date of termination; however, under no circumstance shall CONSULTANT be paid for unperformed work. The CONSULTANT may terminate this Contract upon seven (7) days' notice in writing in the event IDA has committed material breach of this Contract. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Contract.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the IDA.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT’s key personnel as may be listed herein must be made known to the IDA’s representative and written approval granted by the IDA before said change or substitution can become effective.

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

The CONSULTANT and the IDA agree to assign the following key personnel required to perform the services necessary under this Contract:

Contact Person for the Consultant:	Sergio A. Hoyos, P.E. Email: <u>Sergio.Hoyos@Stantec.com</u> Telephone: 941.323.9068 (Cell) 941.225.6172 (Direct Office)
------------------------------------	--

Contact Person for IDA:	Sarah Pelham Email: sarah.pelham@hardeemail.com Telephone: 863-773-3030 Hardee County IDA 107 East Main Street Wachula, Florida 33873
-------------------------	--

ARTICLE 8 - SUBCONTRACTING

CONSULTANT reserves the right to select necessary subcontractors. The IDA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the IDA.

ARTICLE 9 – FEDERAL AND STATE TAX

Tax exemption certificates for the IDA will be furnished upon request.

Attachment: Stantec Contract (Stantec Consulting Services- Utilities Feasibility Study Change Order #2)

The CONSULTANT shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. CONSULTANT shall be responsible for payment of its own taxes.

ARTICLE 10 – AVAILABILITY OF FUNDS

The obligations of the IDA under this Contract are subject to the availability of funds lawfully appropriated for its purpose. IDA shall provide notice to CONSULTANT in the event IDA fails to appropriate funds, and in such event CONSULTANT's obligations under the Contract shall immediately cease, except for completion of any services paid in advance if any.

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract unless it has all insurance required under this paragraph and that insurance has been approved by the IDA. In the event the insurance coverage expires prior to the completion of any Project, a renewal certificate shall be issued 30-days prior to said expiration date.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the IDA prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict compliance with this Article. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per claim and annual aggregate. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONSULTANT from claims of bodily injury and property damages which may arise from any operations under this Contract whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

- E. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit for bodily injury and property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the IDA pursuant to this Contract.
- G. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the Hardee County Industrial Development Authority as an "Additional Insured".

ARTICLE 12 - STANDARD OF CARE

The CONSULTANT covenants that all services shall be performed by skilled and competent personnel to generally accepted professional standards under similar conditions.

ARTICLE 13 – INDEMNIFICATION

CONSULTANT hereby acknowledges and confirms that the Contract Price includes the consideration for this indemnification and hold harmless. Subject to the limitations of Florida law, CONSULTANT shall indemnify and hold harmless (but not defend) the IDA, and its officers, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract.

The total amount of all claims IDA may have against the CONSULTANT under this Contract or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As IDA's sole and exclusive remedy under this Contract any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT's employees, officers or directors.

Neither IDA nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Contract or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings,

diminution of property value or loss of reimbursement or credits from governmental or other agencies.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The IDA and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the IDA nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other, which shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the IDA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the IDA and the CONSULTANT.

ARTICLE 15 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Hardee County, Florida, and the Contract will be interpreted according to the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, consistent with the intent and declaration of policy stated in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance. The CONSULTANT shall promptly notify the IDA in writing of potential conflicts of interest for any prospective business associations, interest or other circumstances which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided.

ARTICLE 17 – EXCUSABLE DELAYS

CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. CONSULTANT shall be responsible for the timely completion of a subcontractor's work.

Upon the CONSULTANT's request, the IDA shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was due to causes reasonably beyond the CONSULTANT's control and without its fault or negligence, the Contract Schedule

and/or other affected provision of this Contract shall be revised accordingly, subject to the IDA's rights to change, terminate, or stop any or all of the work at any time.

CONSULTANT acknowledges that COVID-19 is an ongoing public health emergency as of the Effective Date of this Contract and has preemptively adjusted the Contract Schedule accordingly.

ARTICLE 18 – ARREARS

The CONSULTANT shall not pledge the IDA's credit or make the IDA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the IDA, if requested, reproducibles and computer files of all final documents and materials prepared by and for the IDA under this Contract. All documents provided by CONSULTANT to IDA shall be delivered both in hard-copy and in digital formats upon full payment of all monies owed to the CONSULTANT. The CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Subject to limitations provided by law, including Section 768.28, Florida Statutes, IDA shall release, indemnify and hold the CONSULTANT, its officers, employees, consultants and agents harmless from any claims, or damages arising from the use of Electronic Files. Electronic Files will not contain stamps or seals, remain the property of the CONSULTANT, and are not to be used for any purpose other than that for which they were transmitted.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the IDA or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the IDA's prior written consent unless required by a law, notwithstanding that the CONSULTANT will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the IDA's expense shall be and remain its property and may be reproduced and reused at the direction of the IDA.

CONSULTANT shall grant the IDA unlimited license to use all work product to complete any on-going projects, provided that use by the IDA of the work product is at the IDA's sole risk and without liability or legal exposure to CONSULTANT or anyone working by or through CONSULTANT and further provided that CONSULTANT is paid all undisputed monies due under the applicable project from which the work product was rendered.

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract an independent contractor, and not an employee, agent, or servant of the

IDA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the IDA shall be that of an independent contractor and not as employees or agents of the IDA.

The CONSULTANT does not have the power or authority to bind the IDA in any promise, agreement or representation other than specifically provided for in this Contract or amendment thereto.

ARTICLE 21 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes (2021), the CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 – NONDISCRIMINATION

The CONSULTANT represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

ARTICLE 23 – SURVIVAL

All covenants, agreements, and representations made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership or documents, shall survive the execution and delivery of this Contract and consummation of the transactions contemplated hereby.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The IDA and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 – ENFORCEMENT COSTS

Subject to limitations provided by law, including Section 768.28, Florida Statutes, in any action brought by either party for the interpretation or enforcement of the obligations of the other party, including the establishment of a right to indemnification, the prevailing party shall be entitled to

recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, even if not taxable as court costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

ARTICLE 26 – AUTHORITY TO PRACTICE

CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Contract a current certificate of registration required under Florida Statutes.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 – AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The IDA reserves the right to make changes in the Scope of Services, including alterations or reductions therein or additions thereto. Upon receipt by the CONSULTANT of the IDA's notification of a contemplated change, the CONSULTANT shall, if requested by IDA: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the IDA of any estimated change in the completion date, and (3) advise the IDA in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the IDA so instructs in writing, the CONSULTANT shall suspend work on the portion of the work affected by a contemplated change, pending the IDA's decision to proceed with the change. If the IDA elects to make the change, the IDA shall issue a written amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29 – STAYING ON BUDGET

The ability to complete projects at or under budget is of great importance to the IDA. Evaluations of project budget prepared by the CONSULTANT shall represent the CONSULTANT's best judgment as a design professional familiar with the relevant project industry.

If CONSULTANT, at any point, determines that the costs will likely exceed the budget, CONSULTANT shall promptly notify IDA in writing and suspend further work on the project. The IDA, in its discretion, shall then: (i) give written approval of an increase in such fixed limit; (ii) authorize rebidding or renegotiating of the project, in whole or in part; (iii) abandon the project; or (iv) cooperate in revising the project scope and quality. If the IDA chooses to approve an increase in price or cooperate in revising the project scope and quality, the CONSULTANT shall, at its own expense, modify the contract documents or plans as necessary for subsequent review for approval by the IDA.

ARTICLE 30 – NOTICE

All notices required in this Contract shall be sent certified mail, return receipt requested, and if sent to the IDA shall be mailed to:

Hardee County Industrial Development Authority
attn: Executive Director
107 East Main Street
Wauchula, Florida 33873

and if sent to the CONSULTANT shall be mailed to:

Stantec Consulting Services, Inc.
Sergio A. Hoyos, P.E.
6920 Professional Parkway East
Sarasota, Florida 34240

ARTICLE 31 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By signing the Contract, CONSULTANT certifies that it is not subject to denial or revocation of the right to transact business with public entities pursuant to s. 287.133, Florida Statutes.

ARTICLE 32 – SCRUTINIZED COMPANIES

By signing the Contract, CONSULTANT certifies that it is not ineligible, pursuant to Florida Statute 287.135, to bid on, submit a proposal for, or enter into or renew a contract pursuant to Florida Statute 287.135. IDA may terminate the Contract at its option if CONSULTANT is found to have submitted a false certification pursuant to section 287.135, F.S., been placed on the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. IDA may also terminate the Contract at its option if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 33 - DISCRIMINATORY VENDOR LIST

By signing this Contract, CONSULTANT certifies that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. [Section 287.134, Florida Statutes.]

ARTICLE 34- OFAC LIST

By signing this Contract, CONSULTANT hereby represents, warrants and covenants that neither CONSULTANT nor any person or entity that directly or indirectly (i) controls CONSULTANT or (ii) has an ownership interest in respondent of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

ARTICLE 35- E-VERIFY

Pursuant to Section 448.095, Florida Statutes, CONSULTANT shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the CONSULTANT enters into an agreement with a subcontractor, the CONSULTANT shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the CONSULTANT shall maintain a copy of such affidavit for the duration of the agreement.

ARTICLE 36 – COMPLIANCE WITH ALL LAWS

In provision of services pursuant to the Contract, CONSULTANT shall comply with all applicable federal, state, and local laws, rules, and regulations.

ARTICLE 37 – PUBLIC RECORDS

AS REQUIRED BY § 119.0701(2)(a), FLORIDA STATUTES: IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S 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 East Main Street, Wauchula, FL 33873.

CONSULTANT shall:

- 37.1 Keep and maintain public records required by IDA to perform services.
- 37.2 Upon request from IDA's custodian of public records, CONSULTANT shall provide the IDA 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.
- 37.3 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 CONSULTANT does not transfer the records to the IDA.
- 37.4 Upon completion of the Contract, transfer, at no cost to the IDA, all public records in possession of CONSULTANT or keep and maintain public records required by IDA to perform the services. If the CONSULTANT transfers all public records to the IDA 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 the IDA, upon request from the IDA's custodian of public records, in a format that is compatible with the information technology systems of the IDA.

[Signature Page Follows]

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

WITNESSES:

[Signature]
Printed Name: KNST SCHIERLING

[Signature]
Printed Name: William Lambert

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: [Signature]
Thomas Watkins
Its: Chair

Date: Sept. 22, 2021

ATTEST:

By: [Signature]
Its: EBC Coordinator

STANTEC CONSULTING SERVICES, INC.

[Signature]
Printed Name: Sean Compel

[Signature]
Printed Name: JARED T. PATEL

By: [Signature]
RAMON CASTELA
Its: VICE-PRESIDENT

Date: SEPT. 20, 2021

[Signature Page to Contract for Professional Services]

Attachment: Stantec Contract (Stantec Consulting Services- Utilities Feasibility Study Change Order #2)

ATTACHMENT A

Utility Consolidation Feasibility Study Scope of Services

Attachment "A"

Utility Consolidation Feasibility Study Scope of Services

I. Introduction and Project Description

The Hardee Industrial Development Authority (HCIDA), on behalf of the municipal and unincorporated political interests of Hardee County (including Hardee County and the Cities of Bowling Green and Wauchula, and Town of Zolfo Springs), would like to develop a feasibility study for consolidation of public utility infrastructure. The HCIDA, County, and the three municipalities would like to focus on a master plan to address the methodology and feasibility of increasing public utility infrastructure within the defined growth corridor along U.S. Highway 17. Regionalization of utilities between the County and the three municipalities will also analyze the operating revenue including efficiencies and effectiveness of consolidating these three utility systems.

The County and these municipalities proximity to the robust areas of Hillsborough, Polk, Manatee, Sarasota, and Highlands Counties makes secondary growth possible, however lack of public infrastructure into areas suitable for residential, commercial, and industrial development must be addressed. A goal for this feasibility study will be to create not only commercial and industrial development, but residential development, in order to create an area where population chooses to locate businesses as well as become residents.

In order to assist with growing quality of life and economic development, priorities have been identified, including provision of adequate water and sewer infrastructure, and the benefit of a consolidated utilities corridor. Hardee County has a unique economic development program and has identified economic development funds to be deployed into infrastructure needs within the County.

A feasibility study will consider the potential consolidation of public utility infrastructure from the four utility systems to provide regional water for potable uses and fire suppression and wastewater service to promote growth in the region. The project activities will include the development of a feasibility study that will include:

- An assessment and independent fairness opinion of existing utilities and their installed infrastructure.
- The financial feasibility of consolidation into one regional utility entity.
- The action steps to form such a regional utility entity and the identification of the regional utility service area.
- Development of a plan to address gaps in infrastructure needs.

Stantec will provide necessary engineering and financial analysis services associated with the development of the Utility Consolidation Feasibility Study. The scope of services include eight tasks and four optional tasks if the consolidation is determined to be feasible. These tasks are described herein

II. SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT AND WORKSHOPS

This project will follow Stantec's ISO 9001 project management guidelines, which include a project plan,

schedule, quality assurance and quality control (QA/QC), regular monitoring and regular meetings.

Task 1.1 KICK-OFF MEETING

Stantec will schedule and attend a kick-off meeting with the project staff from the HCIDA, the cities of Bowling Green and Wauchula, the town of Zolfo Springs and Hardee County at the initiation of the Project. This meeting will be scheduled within 2-weeks of the Notice to Proceed. The purpose of this meeting will be to introduce the Stantec Project Team to key staff members from the HCIDA, County and the three municipalities, develop a communication protocol, and review the project scope, deliverables, and schedule. Prior to this meeting a list of data, as developed by Stantec, that will be required for the completion of the project will be reviewed.

Task 1.2 PROGRESS MEETINGS

Stantec will attend up to four progress coordination meetings with the staff from the HCIDA, County and the three municipalities to review the progress of the work, any outstanding items and additional data requests, project schedule, any issues that may require the immediate attention based on work performed, and any other project issues that may have arisen since the previous meeting. It is anticipated that these meetings will be scheduled at intervals that are consistent with the project deliverables and schedule that is presented in Section III.

Task 1.3 WORKSHOP

CONSULTANT will prepare a presentation documenting the findings of this Feasibility Study for presentation to the HCIDA, County and the three municipalities at the completion of this work. It is anticipated that the Workshop can be held on a single day at special meetings called by the respective Councils and/or Commission.

Deliverables:

- Meeting notes for the Kick-off and Progress Meetings will be distributed electronically to the HCIDA, County and the three municipalities project team members.
- Development of a presentation that documents the findings and recommendations of the Utility Consolidation Feasibility Study.

TASK 2 DATA COLLECTION AND REVIEW

A key component of the Utility Consolidation Feasibility Study will include an evaluation of the existing and historical data each of the water and wastewater facilities that are operated by the County and three municipalities.

Stantec will formally request documents and data necessary to review and document the water and wastewater systems that are owned and operated by the County and the three municipalities. The following data/information relative to the facilities will be requested, which may include, but not be limited to:

- Service area documentation for the County and three municipalities water and wastewater systems in either GIS or PDF format.
- Operating data (i.e., monthly operating reports, daily operating data, miscellaneous operating data (i.e., power, chemicals, labor, etc.)) for the water and wastewater facilities beginning in January 2015 through

September 2021. Additionally, for the same period any supervisory control and data acquisition (SCADA) data, if available.

- Existing permit documents for the water and wastewater facilities.
- Atlas of the water distribution and transmission and wastewater collection and transmission systems installed, if available.
- Miscellaneous reports (i.e., rate studies, engineering reports, etc.) and design plans regarding the County and three municipalities water and wastewater systems, prepared since January 2015.
- Water and wastewater hydraulic models, including piping system installed, field tests and data, if available.
- Financial operating data, including existing rates and charges, customer data and capital projects completed for the water and wastewater systems for each year annually since 2015.

Data from above should be provided in electronic format that is consistent with the data and information provided (e.g., PDF, Microsoft Word, Excel, GIS, etc.).

Prior to the kickoff meeting a detailed data request will be provided for Project. Stantec will rely upon the information and data provided by the County and three municipalities, their representatives/consultants, or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the work.

The data collected will be reviewed and analyzed, specific to the feasibility of consolidating these four utility systems and documented in the Utility Consolidation Feasibility Study (Task 8).

TASK 3 REGULATORY CONSIDERATIONS

This task will document the regulatory aspects associated with the four utility systems. The existing permits, any available inspection reports, and correspondence from the regulatory agencies for the County and three municipalities will be reviewed for compliance and confirm that any issues noted have been remedied. The review will document any regulatory compliance concerns, and the impacts that future regulations may have on the consolidated utilities. The review will establish a schedule for renewal and key requirements, compliance reporting, and create a documented process for renewal, maintaining and reporting. No regulatory permitting of facilities or improvements for the consolidation of these utilities are included as part of this scope of work. The data collected will be reviewed and analyzed for these four utility systems and a consolidated utility system will be documented in the Utility Consolidation Feasibility Study (Task 8).

TASK 4 EXISTING ORGANIZATIONAL STRUCTURES

This task will provide a summary of the existing organizational structure for the operation of the each of the utility systems, owned and operated by the County and the three municipalities. In addition, the policies and procedures (i.e., Ordinances and Resolutions, rate structure and charges, utility standards, etc.) for each system will be reviewed and summarized. The data collected under this task for the each of the four utility systems will be documented in the Utility Consolidation Feasibility Study (Task 8).

TASK 5 GOVERNANCE AND ORGNIZATIONAL STRUCTURE

This task will provide a summary of the governance requirements that are necessary for consolidating a group of utilities into an Authority. This task will also include the necessary administrative and management obligations of a consolidated utility. Using the information collected in Task 4, an

organizational structure for the consolidated utility system will be developed using industry standards and similar sized facilities. The recommended organizational structure that will define roles and responsibilities and additional resources that may be necessary to implement an organizational structure for a consolidated utility will be identified.

A review of documents from a select group of Florida established Authorities will be conducted, and the pros and cons regarding the structure of each will be presented. Using this information from the existing Authorities, documentation necessary for the interlocal agreements to create a consolidated utility, and incorporating the state requirements will be developed. In addition, to the governance documents to set up a consolidated utility, other documents such as Ordinances, Resolutions, Policies and Procedures, and Utility Standards will be identified. These documents will be provided to the County and three municipalities for review from their legal counsel.

Along with the documentation noted above, a program schedule will be developed that will identify any additional resources that may be necessary to implement the recommended organizational structure for a consolidated utility. All information developed under this task will be incorporated into the Utility Consolidation Feasibility Study (Task 8).

TASK 6 INSPECTION AND CONDITION ASSESSMENT OF EXISTING UTILITY SYSTEMS

The existing water and wastewater systems for the County and three municipalities will be inspected to determine capacity, any deficiencies, and gaps that may be present to provide contiguous services. All information developed under this task will be incorporated into the Utility Consolidation Feasibility Study (Task 8).

TASK 6.1 FIELD INVESTIGATIONS

The field investigation of the water (supply, treatment and storage) and the wastewater (lift stations and treatment) facilities will document and inspect the equipment and processes installed. In addition, interviews with the operational staff for the four utility systems will be conducted. No underground inspections of piping network to determine the condition of the underground facilities, nor will no hydraulic modeling be performed to determine undersized piping or problem areas. The condition of the underground facilities will be based on the interviews with utility staff.

The field investigations will be conducted with the assistance of the staff from the County and three municipalities to gather information relative to existing equipment and process operation, operational limitations and maintenance, existing deficiencies and any corrective measures recommended. It is suggested that staff members will be available to provide input, information, and details of historical operating issues regarding the equipment installed and processes. The field investigations will include the primary treatment components. No stress testing of the treatment equipment and process components are proposed.

This task will document the condition of the utility systems that are owned and operated by the County and three municipalities. Using the information collected during the field investigations, this subtask will include the development of an independent fairness opinion of existing four utilities and their installed infrastructure.

TASK 6.2 CONSOLIDATION OF UTILITIES AND EXPANSION OF CUSTOMER BASE

This task will explore opportunities available to expand their water and wastewater customer base by considering whether or not it is feasible to consolidate the four utility systems. During this task, alternatives for the consolidated water and wastewater service area will be identified for consideration by the County and three municipalities. While the overall water and wastewater service area may extend to a larger area of the County, the facilities necessary will predominantly focus in the area along US Highway 17 extending on average of 1.0-mile on each side of the highway extending from the City of Bowling Green to the Town of Zolfo Springs. The legal and administrative requirements to expand and certificate the proposed water and wastewater service area will be prepared under this task.

TASK 6.3 CAPITAL PROGRAMMING

This task will document and summarize the findings and recommendations of the work that was developed in tasks 6.1 and 6.2 and develop a planning level 10-year Capital Improvements Plan (CIP) for the consolidated utility system. This task will review each of the CIPs for the utility systems that are owned and operated by the County and the three municipalities. Any projects that can be deferred or eliminated from existing CIPs as a result of the consolidation of the utilities will be identified for consideration. The intent of this Task will be to provide the consolidated utility system with recommendations to improve the operation and effluent quality, replace equipment that has reached its useful life, and reduce operating costs. In addition to the planning level CIP for the consolidated utility a timeframe when permitting, design and construction to move forward with these recommendations if consolidation is desired.

All information developed under this task will be incorporated into the Utility Consolidation Feasibility Study (Task 8).

TASK 7 FINANCIAL CONSIDERATIONS

The work under this task will identify and project the revenue requirements for the consolidated water and wastewater utility. This task will provide a planning level analysis of the financial requirements based on anticipated operating and capital expense needs and conduct a planning level cost-of-service study and propose a conceptual rate design based on revenue and cost analyses. The work under this task will include the development of planning level financial forecasts of the completely merged utility system, inclusive of projected future rate adjustments for the scenario where the utilities would be merged financially as well as physically, and all customers. The work will include:

- Preparation of planning level forecasts of future operation and maintenance (O&M) budgets for the sewer and water utilities, using the allocated costs as a beginning point and applying an inflationary factor.
- Planning level forecasts of the number of customers, water demand and wastewater flow for the utilities, based on the projected future demand and future flows developed for the engineering analysis described above.
- Preparation of planning level forecasts of other, non-user charge revenues for the sewer and water utilities.
- Development of planning level forecasts of future capital costs, taking into account debt service for any existing bonds and notes, loan requirements, plus estimated debt service for each utility's allocated portion of future capital costs.
- Preparation planning level forecasts of net revenue requirements for the sewer and water utilities

(O&M plus capital costs, less other revenues).

- Development of planning level forecasts of user charge revenues from existing and proposed user charge rates based on the forecasted customers, water demand and wastewater flow from these customers.
- Preparation of a planning level 10-year cash flow projection for each utility (sewer and water), showing revenues, expenses, net income and reserve balances.

All information developed under this task will be incorporated into the Utility Consolidation Feasibility Study (Task 8).

TASK 8 UTILITY CONSOLIDATION FEASIBILITY STUDY

The CONSULTANT will develop a Utility Consolidation Feasibility Study that will summarize the findings from Tasks 2 through 7.

A Draft Utility Consolidation Feasibility Study summarizing all the work completed and providing conclusions and recommendations (ten hardcopies and one digitalcopy) will be provided to the HCIDA, the County and the three municipalities for review. A meeting will be held to discuss and review the findings in the Report review comments.

All comments received will be reviewed and accepted comments will be incorporated into the Final Report. Ten copies, along with one digital copy will be provided at the Final Utility Consolidation Feasibility Study upon completion.

OPTIONAL TASKS

The optional tasks described are not included in the first phase of the project, but will be necessary for the formation of a consolidated utility system. These optional tasks are only to be considered should the consolidation be approved by the County and three municipalities.

TASK 9 UTILITIES SYSTEM SERVICE AREA HEARINGS AND FUNDING OPPORTUNITIES

If the consolidation of infrastructure for the four utilities is considered feasible the second phase of this project will be to prepare the necessary documentation for the State of Florida Hearings to form the Authority and a funding options analysis will be conducted. Under this task, the work include:

- Preparation of the necessary documentation (i.e., advertisements, briefing documents, and finding of public interest) to conduct the necessary Hearings for the creation of the Authority. It is anticipated that three separate meetings will be conducted that include:
 - Authority: Section 189.054 of the Florida Statutes (FS), *Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by special district.*
 - Municipality: Section 180.031, FS, *Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by municipality.*
 - County: Section 125.3401, FS, *Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by County.*
- Development of the contract operations agreement for the consolidated utility.
- Leverage national data bases and extensive team experience, and involve the investigation of federal, state, local, and foundation funding programs that align with planning, design, and capital needs. Special consideration will be given to timing, funding program capital available, and application and

compliance requirements. In addition to existing programs, the evaluation of funding options will consider and articulate emerging funding trends, highlighting opportunities for communities to position for funding program modifications and new funding programs.

- Prioritized a list of funding programs will be developed and a Funding Strategy Workshop will be conducted to go through findings and collaboratively define key elements of a funding action plan. The key elements of this Workshop will include a funding calendar, roles and responsibilities, and key application/proposal requirements.
- Recommendations, funding options analysis, and the funding action plan will be summarized in a funding strategy report for the consolidated utility.

TASK 10 CLOSING ON THE FORMATION OF A CONSOLIDATED UTILITY

Development of the necessary documentation for the formation of a consolidated utility. This work would include the necessary agreements for the Florida Department of Environmental Protection (FDEP) regarding the new consolidated utility. Other tasks completed during this phase of the project will include the closing acquisitions and the acquisition documents.

TASK 11 DETAILED MASTER PLAN AND ENGINEERING REPORTS FOR IMPROVEMENTS

Specific scope describing the work that will be performed under this task will be developed at a later date.

III. FEE AND SCHEDULE

The total not to exceed fee for the Utility Consolidation Feasibility Study is \$225,000.00 and is summarized in Table 1, below.

**Table 1 – Utility Consolidation Feasibility Study
Fee Schedule**

Description	Fee
Task 1: Project Management and Workshops	\$15,723.00
Task 2: Data Collection and Review	\$14,313.00
Task 3: Regulatory Considerations	\$9,897.00
Task 4: Existing Organizational Structures	\$18,434.00
Task 5: Governance and Organizational Structure	\$20,386.00
Task 6: Inspection and Condition Assessment of Existing Utility Systems	\$50,096.00
Task 7: Financial Considerations	\$33,289.00
Task 8: Utility Consolidation Feasibility Study	\$62,892.00
TOTAL	\$225,000.00

The project will be billed monthly on a time and material basis. The proposed schedule of activities for the completion of the scope of work provided above is anticipated to be completed within 16-weeks from the notice to proceed. The proposed schedule for this project is presented in Table 2.

**Table 2 – Utility Consolidation Feasibility Study
Schedule**

Description	Start Date	End Date	Cumulative Days
Kickoff Meeting	October 11, 2021	October 11, 2021	1
Data Analyses	October 11, 2021	November 24, 2021	45
Regulatory Review	October 11, 2021	November 12, 2021	33
Data Analysis/Regulatory Review Workshop 1	December 1, 2021	December 1, 2021	52
Existing Organization Structure Review	October 25, 2021	November 24, 2021	45
Governance and Proposed Organizational Structure	November 1, 2021	November 24, 2021	45
Governance and Organizational Structure Workshop 1	December 1, 2021	December 1, 2021	52
Inspection and Condition Assessment of Existing Utility Systems	October 25, 2021	December 23, 2021	74
Financial Considerations	November 1, 2021	December 23, 2021	74
Condition and Financial Workshop 2	January 5, 2022	January 5, 2022	87
Draft Utility Consolidation Feasibility Study	October 11, 2021	January 10, 2022	92
Draft Utility Consolidation Feasibility Study Workshop 3	January 24, 2022	January 24, 2022	106
Final Utility Consolidation Feasibility Study	January 10, 2022	January 31, 2022	111
Presentation to County and Municipalities	February 11, 2022	February 11, 2022	122

IV. TASKS NOT INCLUDED

Work not included under this scope of services include the following:

- Sampling and analysis of water and wastewater.
- Stress testing (i.e., heat and overloading, vibration, etc.) of equipment installed within .
- Groundwater modeling of the raw water supply, process modeling of the wastewater treatment facilities, and hydraulic modeling of the water and wastewater piping network to improve operational performance.
- Belowground inspection of the buried infrastructure installed.
- Detailed life cycle economic analyses.
- Expert witness services.
- Meetings and workshops with external stakeholders outside of the Workshops referenced in Tasks 1 through 8.
- Permitting and final design activities associated with consolidating the water and wastewater systems.

ATTACHMENT B
Data Request Checklist

City of Bowling Green

Utility Consolidation Feasibility Study Data Request Checklist

	Received?	Comments / Notes / Prior Files
A. Financial		
A-1		Historical audited financial statements and supporting documentation (including Statement of Net Position, Balance Sheet and Trial Balance as appropriate). Please provide in Microsoft Excel format
A-2		Historical and budgeted revenue and operating expense line-item detail (FY 2018-FY2020 actuals, FY 2021 YTD actuals, and FY 2022 Budget). Please provide in Microsoft Excel format
A-3		Copy of current rate schedules/ordinances/resolutions/teriffs including fixed monthly charges, usage rates, capital charges, and miscellaneous service charges. Please provide in PDF format
A-4		FY 2019 and FY 2020 historical detailed customer billing records for all utility bills (as available) including: unique account ID, user class/code (i.e. single-family or commercial), meter size and count of meters for each customer/bill, services to each meter (water, sewer, irrigation, reclaimed water), number of dwelling units (if applicable for multi-family), date of bill, volume/consumption billed for each meter, total charges for services. Please provide in Microsoft Excel format
A-5		Schedules of annual debt service requirements (principal and interest) for all outstanding bonds/loans associated with the utility systems. Please provide in Microsoft Excel format
A-6		Copies of loan agreements and most recent official statements (OS) issued in support of outstanding debt. Please provide in PDF format
A-7		Copy of current bond resolution (as applicable). Please provide in PDF format
A-8		FY 2017 - FY 2021 YTD historical summaries of customers by meter size, customer class, service type. Please provide in Microsoft Excel format
A-9		Accounting inventory of all fixed assets including description, year in service, original cost, useful life/annual depreciation, and associated system (water, sewer). Please provide in Microsoft Excel format
A-10		Current water and wastewater CIP, including R&R for the current calendar year and for projects completed for the last 5-years for each system. Please provide in Microsoft Excel format
B. System Operations		
B-1		Current water use and wastewater permits for the facilities in operation, including applications under review by the regulatory agencies and/or construction permits for improvements to the water facilities (supply, treatment and distribution, as applicable) and/or wastewater facilities (collection, treatment and disposal) that have been issued for work that was completed in the current calendar year and for work currently under construction for each system. Please provide in PDF format
B-2		Monthly operating reports for the past 5-years for each water system (water supply wells and treatment) and wastewater system (treatment and disposal). Please provide in Microsoft Excel or PDF format
B-3		Raw and finished water quality for the past 5-years for each water system (water supply wells and treatment). Please provide in Microsoft Excel or PDF format
B-4		Compliance correspondence from the regulatory agencies for the past 5-years for each water and wastewater system. Please provide in PDF format
B-5		Listing of assets (equipment, piping, valves, hydrants, etc.) installed at each raw water supply well site including: age, type, manufacturer, etc. Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-6		Listing of assets (piping, valves, hydrants, etc.) installed within the water distribution and wastewater collection (piping, manholes, valves, etc.) systems and assets (equipment, piping, valves, etc.) installed at off-site water storage facilities and wastewater lift stations, including: age, type, manufacturer, etc. Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-7		Listing of assets (equipment, piping, controls, etc.) installed at each water and wastewater treatment facility including: age, capacities, manufacturer, etc. Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-8		Copies of current bulk user, inter-local, or inter-agency agreements for operations or service. Please provide in PDF format
B-9		
B-10		
B-11		

Utility Consolidation Feasibility Study Data Request Checklist

B-12		Received?	Comments / Notes / Prior Files
C. Engineering			
C-1	All engineering drawings depicting the water system (raw water supply wells, treatment plants, finished water storage, and water distribution) and wastewater system collection/transmission, treatment plants and reclaimed water/effluent disposal).		Please provide in PDF format
C-2	Any engineering reports, master planning documentation and/or studies prepared for each water and wastewater system.		Please provide in PDF format
C-3	Any capacity evaluation reports documenting adequate capacity for planned expansion. Include total customers and flows (water demands/wastewater flows) proposed within each service area.		Please provide in PDF format
C-4	Service area map for water and wastewater system		Please provide in PDF format
C-5	Modeling documentation (hydraulic, treatment process, water supply), if available.		Please provide in Microsoft Excel format
C-6	GIS documentation of the water system, if available.		Please provide a geodatabase (preferred) or shapefile)
C-7			
C-8			
C-9			
C-10			

City of Wauchula

Utility Consolidation Feasibility Study Data Request Checklist

	Received?	Comments / Notes / Prior Files
A. Financial		
A-1		Historical audited financial statements and supporting documentation (including Statement of Net Position, Balance Sheet and Trial Balance as appropriate). Please provide in Microsoft Excel format
A-2		Historical and budgeted revenue and operating expense line-item detail (FY 2018-FY2020 actuals, FY 2021 YTD actuals, and FY 2022 Budget). Please provide in Microsoft Excel format
A-3		Copy of current rate schedules/ordinances/resolutions/tariffs including fixed monthly charges, usage rates, capital charges, and miscellaneous service charges. Please provide in PDF format
A-4		FY 2019 and FY 2020 historical detailed customer billing records for all utility bills (as available) including: unique account ID, user class/code (ie single-family or commercial), meter size and count of meters for each customer/bill, services to each meter (water, sewer, irrigation, reclaimed water), number of dwelling units (if applicable for multi-family), date of bill, volume/consumption billed for each meter, total charges for services. Please provide in Microsoft Excel format
A-5		Schedules of annual debt service requirements (principal and interest) for all outstanding bonds/loans associated with the utility systems. Please provide in Microsoft Excel format
A-6		Copies of loan agreements and most recent official statements (OS) issued in support of outstanding debt. Please provide in PDF format
A-7		Copy of current bond resolution (as applicable). Please provide in PDF format
A-8		FY 2017 - FY 2021 YTD historical summaries of customers by meter size, customer class, service type. Please provide in Microsoft Excel format
A-9		Accounting inventory of all fixed assets including description, year in service, original cost, useful life/annual depreciation, and associated system (water, sewer). Please provide in Microsoft Excel format
A-10		Current water and wastewater CIP, including R&R for the current calendar year and for projects completed for the last 5-years for each system. Please provide in Microsoft Excel format
B. System Operations		
B-1		Current water use and wastewater permits for the facilities in operation, including applications under review by the regulatory agencies and/or construction permits for improvements to the water facilities (supply, treatment and distribution, as applicable) and/or wastewater facilities (collection, treatment and disposal) that have been issued for work that was completed in the current calendar year and for work currently under construction for each system. Please provide in PDF format
B-2		Monthly operating reports for the past 5-years for each water system (water supply wells and treatment) and wastewater system (treatment and disposal). Please provide in Microsoft Excel or PDF format
B-3		Raw and finished water quality for the past 5-years for each water system (water supply wells and treatment). Please provide in Microsoft Excel or PDF format
B-4		Compliance correspondence from the regulatory agencies for the past 5-years for each water and wastewater system. Please provide in PDF format
B-5		Listing of assets (equipment, piping, valves, hydrants, etc.) installed at each raw water supply well site including: age, type, manufacturer, etc. Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-6		Listing of assets (piping, valves, hydrants, etc.) installed within the water distribution and wastewater collection (piping, manholes, valves, etc.) systems and assets (equipment, piping, valves, etc.) installed at offsite water storage facilities and wastewater lift stations including: age, type, manufacturer, etc. Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-7		Listing of assets (equipment, piping, controls, etc.) installed at each water and wastewater treatment facility including: age, capacities, manufacturer, etc. Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-8		Copies of current bulk user, inter-local, or inter-agency agreements for operations or service. Please provide in PDF format
B-9		
B-10		
B-11		

City of Wauchula
Utility Consolidation Feasibility Study Data Request Checklist

B-12			Received?	Comments / Notes / Prior Files
C. Engineering				
C-1	All engineering drawings depicting the water system (raw water supply wells, treatment plants, finished water storage, and water distribution) and wastewater system collection/transmission, treatment plants and reclaimed water/effluent disposal.			Please provide in PDF format
C-2	Any engineering reports, master planning documentation and/or studies prepared for each water and wastewater system.			Please provide in PDF format
C-3	Any capacity evaluation reports documenting adequate capacity for planned expansion. Include total customers and flows (water demands/wastewater flows) proposed within each service area.			Please provide in PDF format
C-4	Service area map for water and wastewater system			Please provide in PDF format
C-5	Modeling documentation (hydraulic, treatment process, water supply), if available.			Please provide in Microsoft Excel format
C-6	GIS documentation of the water system, if available.			Please provide a geodatabase (preferred) or shapefile)
C-7				
C-8				
C-9				
C-10				

Hardee County
Utility Consolidation Feasibility Study Data Request Checklist

A. Financial	Received?	Comments / Notes / Prior Files
A-1 Historical audited financial statements and supporting documentation (including Statement of Net Position, Balance Sheet and Trial Balance as appropriate).		Please provide in Microsoft Excel format
A-2 Historical and budgeted revenue and operating expense line-item detail (FY 2018-FY2020 actuals, FY 2021 YTD actuals, and FY 2022 Budget).		Please provide in Microsoft Excel format
A-3 Copy of current rate schedules/ordinances/resolutions/tariffs including fixed monthly charges, usage rates, capital charges, and miscellaneous service charges.		Please provide in PDF format
A-4 FY 2019 and FY 2020 historical detailed customer billing records for all utility bills (as available) including: unique account ID, user class/code (i.e single-family or commercial), meter size and count or meters for each customer/bill, services to each meter (water, sewer, irrigation, reclaimed water), number of dwelling units (if applicable for multi-family), date of bill, volume/consumption billed for each meter, total charges for services.		Please provide in Microsoft Excel format
A-5 Schedules of annual debt service requirements (principal and interest) for all outstanding bonds/loans associated with the utility systems.		Please provide in Microsoft Excel format
A-6 Copies of loan agreements and most recent official statements (OS) issued in support of outstanding debt.		Please provide in PDF format
A-7 Copy of current bond resolution (as applicable).		Please provide in PDF format
A-8 FY 2017 - FY 2021 YTD historical summaries of customers by meter size, customer class, service type.		Please provide in Microsoft Excel format
A-9 Accounting inventory of all fixed assets including description, year in service, original cost, useful life/annual depreciation, and associated system (water, sewer).		Please provide in Microsoft Excel format
A-10 Current water and wastewater CIP, including R&R for the current calendar year and for projects completed for the last 5-years for each system.		Please provide in Microsoft Excel format
B. System Operations		
B-1 Current water use and wastewater permits for the facilities in operation, including applications under review by the regulatory agencies and/or construction permits for improvements to the water facilities (supply, treatment and distribution, as applicable) and/or wastewater facilities (collection, treatment and disposal) that have been issued for work that was completed in the current calendar year and for work currently under construction for each system.		Please provide in PDF format
B-2 Monthly operating reports for the past 5-years for each water system (water supply wells and treatment) and wastewater system (treatment and disposal).		Please provide in Microsoft Excel or PDF format
B-3 Raw and finished water quality for the past 5-years for each water system (water supply wells and treatment).		Please provide in Microsoft Excel or PDF format
B-4 Compliance correspondence from the regulatory agencies for the past 5-years for each water and wastewater system.		Please provide in PDF format
B-5 Listing of assets (equipment, piping, valves, hydrants, etc.) installed at each raw water supply well site including: age, type, manufacturer, etc.		Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-6 Listing of assets (piping, valves, hydrants, etc.) installed within the water distribution and wastewater collection (piping, manholes, valves, etc.) systems and assets (equipment, piping, valves, etc.) installed at off-site water storage facilities and wastewater lift stations including: age, type, manufacturer, etc.		Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-7 Listing of assets (equipment, piping, controls, etc.) installed at each water and wastewater treatment facility including: age, capacities, manufacturer, etc.		Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-8 Copies of current bulk user, inter-local, or inter-agency agreements for operations or service.		Please provide in PDF format
B-9		
B-10		
B-11		

Utility Consolidation Feasibility Study Data Request Checklist

B-12			Received?	Comments / Notes / Prior Files
C. Engineering				
C-1	All engineering drawings depicting the water system (raw water supply wells, treatment plants, finished water storage, and water distribution) and wastewater system collection/transmission, treatment plants and reclaimed water/effluent disposal.			Please provide in PDF format
C-2	Any engineering reports, master planning documentation and/or studies prepared for each water and wastewater system.			Please provide in PDF format
C-3	Any capacity evaluation reports documenting adequate capacity for planned expansion. Include total customers and flows (water demands/wastewater flows) proposed within each service area.			Please provide in PDF format
C-4	Service area map for water and wastewater system			Please provide in PDF format
C-5	Modeling documentation (hydraulic, treatment process, water supply), if available.			Please provide in Microsoft Excel format
C-6	GIS documentation of the water system, if available.			Please provide a geodatabase (preferred) or shapefile)
C-7				
C-8				
C-9				
C-10				

Utility Consolidation Feasibility Study Data Request Checklist

	Received?	Comments / Notes / Prior Files
A. Financial		
A-1 Historical audited financial statements and supporting documentation (including Statement of Net Position, Balance Sheet and Trial Balance as appropriate).		Please provide in Microsoft Excel format
A-2 Historical and budgeted revenue and operating expense line-item detail (FY 2018-FY2020 actuals, FY 2021 YTD actuals, and FY 2022 Budget).		Please provide in Microsoft Excel format
A-3 Copy of current rate schedules/ordinances/resolutions/tariffs including fixed monthly charges, usage rates, capital charges, and miscellaneous service charges.		Please provide in PDF format
A-4 FY 2019 and FY 2020 historical detailed customer billing records for all utility bills (as available) including: unique account ID, user class/code (i.e. single-family or commercial), meter size and count of meters for each customer/bill, services to each meter (water, sewer, irrigation, reclaimed water), number of dwelling units (if applicable for multi-family), date of bill, volume/consumption billed for each meter, total charges for services.		Please provide in Microsoft Excel format
A-5 Schedules of annual debt service requirements (principal and interest) for all outstanding bonds/loans associated with the utility systems.		Please provide in Microsoft Excel format
A-6 Copies of loan agreements and most recent official statements (OS) issued in support of outstanding debt.		Please provide in PDF format
A-7 Copy of current bond resolution (as applicable).		Please provide in PDF format
A-8 FY 2017 - FY 2021 YTD historical summaries of customers by meter size, customer class, service type.		Please provide in Microsoft Excel format
A-9 Accounting inventory of all fixed assets including description, year in service, original cost, useful life/annual depreciation, and associated system (water, sewer).		Please provide in Microsoft Excel format
A-10 Current water and wastewater CIP, including R&R for the current calendar year and for projects completed for the last 5-years for each system.		Please provide in Microsoft Excel format

	Received?	Comments / Notes / Prior Files
B. System Operations		
B-1 Current water use and wastewater permits for the facilities in operation, including applications under review by the regulatory agencies and/or construction permits for improvements to the water facilities (supply, treatment and distribution, as applicable) and/or wastewater facilities (collection, treatment and disposal) that have been issued for work that was completed in the current calendar year and for work currently under construction for each system.		Please provide in PDF format
B-2 Monthly operating reports for the past 5-years for each water system (water supply wells and treatment) and wastewater system (treatment and disposal).		Please provide in Microsoft Excel or PDF format
B-3 Raw and finished water quality for the past 5-years for each water system (water supply wells and treatment).		Please provide in Microsoft Excel or PDF format
B-4 Compliance correspondence from the regulatory agencies for the past 5-years for each water and wastewater system.		Please provide in PDF format
B-5 Listing of assets (equipment, piping, valves, hydrants, etc.) installed at each raw water supply well site including: age, type, manufacturer, etc.		Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-6 Listing of assets (piping, valves, hydrants, etc.) installed within the water distribution and wastewater collection (piping, manholes, valves, etc.) systems and assets (equipment, piping, valves, etc.) installed at off-site water storage facilities and wastewater lift stations including age, type, manufacturer, etc.		Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-7 Listing of assets (equipment, piping, controls, etc.) installed at each water and wastewater treatment facility including: age, capacities, manufacturer, etc.		Please provide in Microsoft Excel or PDF format (may be combined or substituted for item A-9, above)
B-8 Copies of current bulk user, inter-local, or inter-agency agreements for operations or service.		Please provide in PDF format
B-9		
B-10		
B-11		

Utility Consolidation Feasibility Study Data Request Checklist

B-12		Received?	Comments / Notes / Prior Files
C. Engineering			
C-1	All engineering drawings depicting the water system (raw water supply wells, treatment plants, finished water storage, and water distribution) and wastewater system collection/transmission, treatment plants and reclaimed water/effluent disposal.		Please provide in PDF format
C-2	Any engineering reports, master planning documentation and/or studies prepared for each water and wastewater system.		Please provide in PDF format
C-3	Any capacity evaluation reports documenting adequate capacity for planned expansion. Include total customers and flows (water demands/wastewater flows) proposed within each service area.		Please provide in PDF format
C-4	Service area map for water and wastewater system		Please provide in PDF format
C-5	Modeling documentation (hydraulic, treatment process, water supply), if available.		Please provide in Microsoft Excel format
C-6	GIS documentation of the water system, if available.		Please provide a geodatabase (preferred) or shapefile
C-7			
C-8			
C-9			
C-10			



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 2 columns: Description, Amount. Rows: Total fees this Change Order (\$ -), Original agreement amount (\$ 225,000.00), 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.
Sergio Hoyos, MS, PE
Senior Wastewater Engineer
Print Name and Title

Hardee County Industrial Development Authority
Denise Grimsley
Print Name and Title
Chackman

Attachment: Stantec change order 1 (Stantec Consulting Services- Utilities Feasibility Study Change Order #2)



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Signature Sergio Lombardo

Date Signed: _____

Signature Debbie Gemmel

Date Signed: 3-15-22

Attachment: Stantec change order 1 (Stantec Consulting Services- Utilities Feasibility Study Change Order #2)



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 02 Date 6 October 2022

"Stantec" Stantec Consulting Services Inc.
Stantec Project # 177311691
6920 Professional Parkway
Sarasota FL 34240-8414
Ph: (941) 907-6900
email: sergio.hoyos@stantec.com

"Client" Hardee County Industrial Development Authority
Client Project #
107 East Main Street
Wauchula, Florida 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 20 September 2022 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Additional compensation of \$34,667.93 to cover the unexpected long-time duration of the project and additional level of effort to complete:

- Task1 Project Management (overrun of \$8,607.72),
Task 2 Data Collection and Review (overrun of \$7,835.80),
and Task 7 Financial Considerations (overrun of \$18,224.41).

Table with 2 columns: Description and Amount. Rows include Total fees this Change Order (\$34,667.93), Original agreement amount (\$225,000.00), and Total Agreement (\$259,667.93).

Effect on Schedule: Schedule impact has been extended from 122 days (original term) to 406 days (anticipated completion date of ~~10/31/2022~~ 12/31/2022)

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 A. Hoyos, Project Manager
Print Name and Title

Print Name and Title

Attachment: Stantec Change Order 2 (Stantec Consulting Services- Utilities Feasibility Study Change Order #2)



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Signature

[Handwritten Signature]

Signature

Date Signed:

10/06/2022

Date Signed:

Attachment: Stantec Change Order 2 (Stantec Consulting Services- Utilities Feasibility Study Change Order #2)

Moye Property Commercial Land Contract & Resolution 2022-05
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
2022.10.24 CTRCT - Commercial IDA pf Moye jss rev CLEAN
Resolution authorizing Moye contract and closing

COMMERCIAL LAND CONTRACT

(205 State Road 62 & 3 parcels at 0 State Road 62, Wauchula, Hardee County, Florida)

THIS COMMERCIAL LAND CONTRACT (the "Agreement") by and between **RONALD F. MOYE and SHARON D. MOYE**, (collectively, the "Seller") and the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Florida (the "Purchaser") is entered into and effective on the date it is last executed by the Seller or Purchaser (the "Effective Date").

RECITALS:

A. Seller is the owner of certain real property located in Hardee County, Florida as more specifically depicted and described on the attached Exhibit "A".

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property as hereafter defined upon the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. Sale of Property. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell, convey, and assign (to the extent assignable) to Purchaser, and Purchaser agrees to buy from Seller, that certain real property located in Hardee County, Florida, shown or described on Exhibit "A", which exhibit is attached hereto and made a part hereof, together with all appurtenances, easements and privileges thereto belonging (the "Property"). Prior to Closing (as is hereinafter defined), Seller shall remove all Seller's personal property from the Property.

2. Definitions. For purposes of this Agreement, the following terms are defined as hereinafter set forth: "**Closing**" shall mean the execution and delivery of the Transaction Documents and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property. "**Encumbrance**" shall mean and include any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership. "**Survey**" shall mean a survey of the Property certified by a Florida Registered Land Surveyor. "**Transaction Documents**" shall mean this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. Price / Deposits / Financing. The total Purchase Price for the Property shall be **Eight Hundred Thousand Dollars (\$800,000.00)** ("Purchase Price"). The Purchase Price shall be due and payable as follows:

A. Within ten Business Days of the full execution of this Agreement, Purchaser will deposit the amount of Five Thousand Dollars (\$5,000.00) (the "Earnest Money Deposit") with J. Steven Southwell, PA as escrow agent (the "Escrow Agent") who will also serve as closing agent. After expiration of the Inspection Period, the Earnest Money Deposit shall become non-refundable (except in the event of Seller's default or as otherwise expressly provided in this Agreement). The Earnest Money Deposit shall be credited to the Purchaser at the time of the Closing (as hereinafter defined).

B. The remaining balance of Seven Hundred Ninety-Five Thousand Dollars (\$795,000.00) shall be paid to Seller at Closing in immediately available funds (Official Bank Check or wire transfer), subject to adjustments and prorations.

4. **Execution / Calculation of Time / Time of the Essence.**

A. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. If this Agreement shall be executed in counterparts, then upon the subsequent written request of any signatory, all parties shall join in the signing of one complete original instrument. A facsimile copy of this Agreement evidencing any signatures shall be considered as an original for all purposes.

B. **Calculation of Time.** All references to days shall mean calendar days unless Business Days are specifically stated. Business Days shall mean Monday through Friday, and exclude legal holidays. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day.

C. **Time of the Essence.** The Parties have been fully advised and agree that time is of the essence in this Agreement.

5. **Purchaser's Inspection Period.**

A. Upon the full execution of this Agreement, Purchaser shall have 60 days (herein referred to as "the **Inspection Period**") to inspect the Property. Seller shall provide Purchaser and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right to have a representative of Seller present during the course of each such entry. Purchaser shall have the right to make inquiries of governmental bodies, utility companies, and other third parties.

B. In the event that Purchaser determines, in its sole opinion and sole discretion, that the Property or this Agreement is unacceptable for any reason whatsoever, or an appraisal of the fair market value of the Property is less than the Purchase Price, Purchaser (by and through its designee) shall give Seller written notice before the end of the Inspection Period that it intends to terminate the transaction contemplated by this Agreement, and this Agreement shall forthwith and thereupon be terminated, become null and void, and be of no further force and effect, at which time the Escrow Agent shall return the Earnest Money Deposit to the Purchaser. If Purchaser does not give such notice, the contingency shall have expired, and Purchaser shall proceed to Closing

C. The Parties have been fully advised and agree that time is of the essence with respect to the obligations of the parties under the Inspection Period.

6. **Survey and Environmental Site Assessments.** During the Inspection Period, Purchaser may obtain, at Purchaser's expense and discretion, a survey of the Property (the "**Survey**") and environmental site assessments (the "**Environmental Assessments**").

A. In the event the Survey reflects any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the Property or between the Property and any adjoining streets or roads, or any other adverse matters not acceptable to Purchaser, Purchaser may terminate this Agreement pursuant to section 5 above or utilize the provisions of section 7.A. below.

B. In the event the Environmental Assessments identify environmental contaminants, Purchaser may at its election terminate this Agreement pursuant to section 5 above.

7. **Evidence of Title.** Within thirty (30) days of the effective date of this Agreement, Seller shall

obtain, at Seller's expense, a commitment for an owner's title insurance policy, (the "**Title Commitment**"), agreeing to issue to Purchaser, upon recording of the Special Warranty Deed, a title insurance policy in the amount of the Purchase Price, insuring Purchaser's title to the Property. The Title Commitment shall include legible copies of all documents referenced therein. The Title Commitment shall provide that all "standard exceptions" (including exceptions for taxes (for years prior to the year of Closing)) and assessments not shown in the public records, claims of unrecorded easements, parties other than owner in possession, construction liens and matters disclosed on an accurate Survey, shall be deleted from the Policy when issued. Seller shall provide to the Closing Agent any affidavits, undertakings and other instruments required to delete said standard exceptions, and Purchaser shall provide such Survey with required certifications.

A. Objections to Title. If the Title Commitment contains exceptions to coverage, other than the standard exceptions, which adversely affect title to the Property and render title unmarketable and uninsurable, or if the Survey reveals any defect as set forth in Section 6 hereof, the Purchaser shall notify the Seller, in writing, of Purchaser's objections to such exceptions within ten (10) days after the Title Commitment and copies of all underlying title search instruments and the Survey have been furnished to Purchaser.

B. Curing Title Objections. The Seller shall have thirty (30) days after receipt of such notice in which to cure such defects (the "**Title Curative Period**") and furnish to the Purchaser evidence that same have been cured. The Inspection Period and Closing Date shall be postponed and extended for the Title Curative Period. If the Title defects are cured within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to Purchaser, but not earlier than the Closing Date. In the event that Seller is unable to cure such defects within the Title Curative Period, Seller may give notice of necessity to extend the Title Curative Period for an additional ninety (90) days. If the objection can be cured by the payment of money, those funds shall be deducted from the sale proceeds to resolve the objection(s). If the objection cannot be cured by the payment of money and the Seller fails to cure such defects with the Title Curative Period (as extended if applicable), or notifies Purchaser in writing that Seller has determined, in Seller's sole discretion, that it is not feasible on a commercially reasonable basis to cure one or more of Purchaser's objections (in which event Seller shall notify Purchaser of its determination within twenty (20) days after its receipt of Purchaser's notice of title objections), Purchaser shall have the option, to be exercised in its sole discretion, to either (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to Purchaser.

C. Updates of Title. Purchaser may have the Title Commitment updated by endorsement ("**Update Endorsement**") not less than five (5) days before the Closing Date. If such Update Endorsement discloses any new requirement, defect, Encumbrance or other adverse matter, then Purchaser shall notify Seller in writing specifying the new title defect and providing legible copies of said defect not later than five (5) days before the Closing Date and Seller shall have a period of thirty (30) days following the receipt of such notice from Purchaser to cure such new title defect and the Inspection Period and Closing Date shall be extended. If Seller fails to cure any such new title defect, Purchaser shall have the option, to be exercised in its sole discretion, to either: (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within seven (7) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's determination that curing Purchaser's objections is not feasible, whereupon this Agreement shall terminate

and be of no further force or effect and the Earnest Money Deposit shall be returned to the Purchaser, together with all earned interest thereon.

D. Time. The Parties have been fully advised and agree that time is of the essence with respect to the parties' obligations under this Section.

8. Closing Date and Procedure / Documents to be Provided.

A. Closing Date. Unless extended by other provisions of this contract or terminated during the Inspection Period, the Closing Date contemplated by this Agreement shall be **on or before December 30, 2022**. Closing shall occur remotely, or such place as the parties may agree ("Closing Agent"). The parties have been fully advised and agree that time is of the essence with respect to the Closing Date.

B. Closing Procedure.

1. Seller. At Closing, if not previously delivered to Purchaser, Seller shall execute and deliver to Purchaser:
 - (i) A fully executed Special Warranty Deed in favor of the Hardee County Industrial Development Authority;
 - (ii) An owner's title affidavit. The owner's title affidavit shall attest to the absence, unless otherwise provided for herein, of any lien or Encumbrance upon the Property to be conveyed known to Seller and improvements or repairs to the Property made within ninety (90) days immediately preceding date of Closing. However, if the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all potential lienors and an affidavit setting forth the names of all potential lienors and affirming that all charges for improvements or repairs have been paid or will be paid at the Closing;
 - (iii) Bills of Sale as to any personal property conveyed;
 - (iv) Tenant Estoppel Certificate and letters notifying of change in ownership to each tenant or lessee, if any; and
 - (v) Any other document reasonably required pursuant to the terms of this Agreement.
2. Purchaser. At Closing, Purchaser shall deliver to Seller the following:
 - (i) The balance of the Purchase Price payable at the Closing, as adjusted for prorations and taxes and hold-backs, in the manner required under this Agreement;
 - (ii) Instructions from Purchaser directing payment of the Earnest Money Deposit and the Purchase Price and all other amounts due at Closing, or thereafter in accordance with the provisions of this Agreement, to Seller or any other person as Seller shall designate; and
 - (iii) Any other document reasonably required pursuant to the terms of this Agreement.
3. Seller and Purchaser. Seller and Purchaser shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver the following documents:
 - (i) Any transfer tax returns required under any tax laws applicable to the transactions contemplated herein;

- (ii) The Closing Statement; and
- (iii) Any other affidavit(s), document or instrument required to be delivered by Seller or Purchaser pursuant to the terms of this Agreement.

9. Costs. At the time of Closing, Purchaser shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. Taxes and governmental assessments for the Property shall be prorated through the day before Closing. Purchaser shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Taxes shall be prorated based on the current year's tax. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill. This covenant shall survive Closing.

A. Seller shall pay for the following items: (i) the documentary stamp tax due on the Special Warranty Deed; (ii) the cost of the premium due on the Owner's Title Insurance required under this Agreement, along with all related title and search costs related thereto; (iii) Seller's legal fees and expenses; (iv) any broker's commission; and (v) any costs of curing title defects.

B. Purchaser shall pay for the following items: (i) the cost of all inspections, tests and studies undertaken by Purchaser in connection with its investigation; (ii) the recording fees for the Special Warranty Deed; (iii) Purchaser's legal fees and expenses, (iv) any third party professional and consulting fees incurred at Purchaser's request, unless otherwise set forth herein; and (v) the cost of any Survey.

10. Seller's Delivery of Property Data. Within ten (10) days of the execution of this agreement, at Seller's sole cost and expense, Seller shall provide Purchaser with copies of all of the following documents that it has in its care, custody or control:

A. All documentation pertaining to the physical condition, development and operation of the Property in Seller's possession and control, including plats and surveys, plans and specifications for improvements, any and all environmental, asbestos, ADA, engineering, mechanical, electrical, structural, soil or other similar reports covering all or any portion of the Property, and copies of any and all notices Seller has received from any governmental authority with respect to them; and

B. Copies of all leases, licenses, and occupancy agreements in effect for use or possession of any portion of the Property; and

C. Copies of all management, service, supply, maintenance, parking, equipment service, equipment rental, cleaning, garage or parking operation, license or franchise agreements, or other contracts pertaining to the Property.

Seller's delivery of the documents in its care, custody or control shall be a representation that the documents and information provided are true, correct and complete in all material respects. If Seller does not timely deliver any document required to be delivered in this section 10, the Inspection Period and Closing will be extended one day for each day of delay.

11. Duties and Rights of Escrow / Closing Agent.

A. Purchaser and Seller authorize Escrow Agent or Closing Agent (collectively, "Agent"), and Agent agrees by acceptance hereof, to hold all monies paid in escrow and to disburse the same in accordance with the terms and conditions of this Agreement. Agent undertakes to perform only such duties

as are expressly set forth in this Agreement and no implied duties or obligations will be read into this Agreement against Agent.

B. Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice or instructions with respect to this Agreement has been duly authorized to do so.

C. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Agent shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Agent may deposit all monies then held pursuant to this Agreement, less the reasonable attorneys' fees and costs for the interpleader or similar action, with the Clerk of the Circuit Court of Hardee County, and upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate. Purchaser and Seller agree that Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or to Seller of money subject to this escrow, unless such misdelivery shall be due to a willful breach of Agent's duties under this Agreement or gross negligence by Agent, and the parties will fully indemnify Agent from any and all expense, cost, claim, or charges it may incur, including its reasonable attorneys' fees and costs, subject to the limitations of s. 768.28, Florida Statutes.

12. Default and Notice to Cure.

A. If Purchaser defaults in the payment of the Purchase Price, Seller shall have the right to receive disbursement of the Earnest Money Deposit if not previously delivered, and terminate this Agreement. Upon such delivery of the Earnest Money Deposit in accordance with the preceding sentence, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

B. If Seller defaults in any of its material obligations to be performed on or prior to the Closing Date, Purchaser shall have the right (i) to receive a return of the Earnest Money Deposit and terminate this Agreement, or (ii) to seek specific performance of Seller's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this Agreement). Upon such return and delivery of the Earnest Money Deposit in accordance with Clause (i) of the preceding sentence, if such remedy is elected by Purchaser, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof.

C. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings, subject to the limitations of Section 768.28, Florida Statutes.

D. The provisions of this Section 12 shall survive the termination hereof.

13. Condemnation. If, prior to the Closing Date, any part of the Property is taken by an entity other than Purchaser (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority, having eminent domain power over the Property, of its intention to take by eminent domain proceeding any part of the Property (a "**Taking**"), then Purchaser shall have the option, exercisable within ten (10) days after receipt of notice of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon Purchaser's deposit shall be returned and this Agreement shall be deemed cancelled and of no further force or effect, and neither party shall have any further rights or

liabilities against or to the other except pursuant to the provisions of this Agreement, which are expressly provided to survive the termination hereof. If a Taking shall occur and Purchaser shall not have timely elected to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the Purchase Price or any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, (i) assign and remit to Purchaser, and Purchaser shall be entitled to receive and keep, the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (ii) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller's right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking.

14. Notices. Any notices provided for in this Agreement shall be in writing to the address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) Business Day after deposit with a recognized overnight courier or (c) two (2) Business Days after deposit in the U.S. mail.

If to Seller:

Ronald F. Moye and Sharon D. Moye

Address: P.O. Box 70
Wauchula, Florida 33873

Telephone: 863-781-1044

Email: rs moye@embarqmail.com

With copy to:
Steven Southwell
J. Steven Southwell, PA
501 W. Main Street
Wauchula, Florida 33873
863-773-4449
ssouthwell@realfloridalaw.com

If to Purchaser:

Hardee County Industrial Development Authority
107 East Main Street
Wauchula, Florida 33873
Telephone: 863-773-3030

with copy to:

Swaine, Harris & Wohl, P.A.
425 South Commerce Avenue
Sebring, Florida 33870
Telephone: 863-385-1549
Facsimile: 863-471-0008
Attn: Shannon L. Nash
shannon@heartlandlaw.com

If to Closing or Escrow Agent:

J. Steven Southwell, PA
501 W. Main Street
Wauchula, Florida 33873
863-773-4449
ssouthwell@realfloridalaw.com

Either party may change their address by written notice given to the other as hereinabove provided. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. Covenants: Preclosing Rights and Obligations of Seller.

A. From the Effective Date of this Agreement until the Closing Date, Seller shall:

- i. not take any action which will adversely affect title to the Property;
- ii. notify Purchaser of any material changes discovered by Seller to the representations or warranties made by Seller. In the event that Purchaser learns, through Seller or otherwise, prior to the Closing Date, that any of Seller's warranties or representations are materially incorrect, Purchaser shall have the right to terminate this Agreement and all deposits shall be immediately returned in full to Purchaser;
- iii. not enter into any lease, license or other agreement for occupancy of the Property, unless Purchaser has previously consented in writing;
- iv. not enter into any service contracts which survive the Closing, unless Purchaser has previously consented in writing.

B. The provisions of this Section 15 shall survive the Closing.

16. Warranties, Representations and Disclosures of Seller. Seller makes the following warranties, representations and disclosures to Purchaser, which representations and disclosures shall be true on the Effective Date and shall also be true at the time of Closing:

A. Authority. Seller has all requisite power and authority to execute and deliver this Agreement.

B. Marketable Title. As of the Closing Date, Seller shall have the ability to deliver good, marketable and insurable title to the Property.

C. Validity. This Agreement, when executed, will constitute the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

D. Condemnation. Seller has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Seller have knowledge that any such action is presently contemplated.

E. Pending Litigation/Violations. Seller has no knowledge of any legal actions, suits, code enforcement, regulatory actions, or other legal or administrative proceedings, including bankruptcy proceedings, pending or threatened, against the Property or Seller, and Seller is not aware of any facts which might result in any action, suit or other proceeding against the Property or Seller that could result in a lien encumbering the Property or any part thereof.

F. Other Obligations and Assessments. Seller has no knowledge of any outstanding impact fees, obligations, assessments, fair share agreements or capital recovery obligations for sewer, water, drainage, roadway or other improvements which affect the Property by reason of any past or existing improvements on the Property.

G. Special Assessments. There are no outstanding special assessments with respect to the Property. Any special assessment lien that has not been certified, confirmed and ratified as of Closing shall be assumed by Purchaser.

H. Development Rights. Seller has not transferred any development rights with respect to the Property.

I. Historic District/Landmark. No portion of the Property has been designated a historic

landmark.

J. Environmental Matters. Except as identified in the Notice of Remediation, Seller has no knowledge of any adverse environmental condition, which shall include the presence of Hazardous Materials in violation of any Environmental Laws, relating to the Property and has received no notice from any regulatory body or authority have jurisdiction regarding any such adverse environmental condition of the Property.

"**Hazardous Materials**" shall mean any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

"**Environmental Law**" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state of local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety & Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

K. Contracts/Leases. Seller has not entered into any existing, in force contracts for the sale of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal, right of first offer, or options to purchase any of the Property or any other rights or agreements that may delay or prevent this transaction. No person or entity other than Seller is entitled to possession of the Property except for lease or occupancy agreement that have been provided to Purchaser. In the case of a lease or occupancy agreement, Seller shall also provide Purchaser a Tenant Estoppel Certificate and letters notifying the tenant of the change in ownership for each tenant. If a tenant refuses to execute an estoppel certificate, Seller shall, to the satisfaction of Purchaser, certify that information regarding the tenant's lease is correct. Other than as certified by estoppel certificate for a lease or occupancy agreement, there is in effect no contract or agreement relating to occupancy, management, or operation of the Property that cannot be terminated on or prior to the Closing Date.

L. Mechanic's Liens. There has been no labor or materials of any kind furnished to or for the

benefit of the Property for which payment in full has not been made or with respect to which a construction lien may be filed against the Property.

M. Other Agreements. There is no note, mortgage, security agreement, or other agreement affecting the Property, including leases, that requires the consent of any party (or Seller shall provide such consent, if necessary, at its expense) as a result of the sale contemplated by this Agreement, and that there are no defaults existing in any such agreements affecting the Property.

It shall be a condition precedent to Purchaser's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date. Should Purchaser determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Purchaser shall promptly provide written notice to Seller of such inaccuracy, and provided that Seller does not otherwise elect or is unable to cure such inaccuracy, Purchaser shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Purchaser may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void. In the event of such a termination by Purchaser pursuant to this section, the Earnest Money Deposit shall be immediately returned to Purchaser.

Seller shall indemnify Purchaser, its successors and assigns, against, and shall defend and hold Purchaser, its successors and assigns harmless from, any expenses or damages, including reasonable attorneys' fees, that Purchaser incurs because of the breach of any of the representations, disclosures, and warranties set forth in Section 16 A – 16 M above, whether such breach is discovered before or after Closing. Seller shall further indemnify and hold harmless Purchaser, its successors and assigns, from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from discharge (either intentional or accidental) of Hazardous Materials by Seller, its agents and representatives, to the soil, air, water, or wastewater treatment facility, whether known or unknown at the time at the time of Closing.

17. Warranties and Representations of Purchaser. Purchaser hereby makes the following warranties and representations to Seller, which warranties and representations shall be true on the Effective Date and shall also be true at the time of Closing.

A. Purchaser is an industrial development authority created pursuant to Part III, Chapter 159, Florida Statutes, and a dependent special district authorized by resolution of the Hardee County Board of County Commissioners, and is duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all requisite power and authority to execute and deliver this Agreement.

B. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein by the Purchaser have been duly authorized and approved by all necessary action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Purchaser set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Seller shall promptly provide written notice to Purchaser of such inaccuracy, and provided that Purchaser does not otherwise elect to cure such inaccuracy, Seller shall have the option of either waiving any claim against Purchaser by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Seller may terminate this Agreement, by written notice to Purchaser within ten (10) days following written notice from Purchaser that Purchaser cannot or

will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void and Purchaser shall be deemed in default.

18. Purchaser's Conditions Precedent. The following are conditions precedent to Purchaser's obligations to close this transaction:

A. Marketable Title. Seller's delivery of good, marketable and insurable fee simple title to the Property.

B. Document Delivery. Seller shall have executed and delivered all of the documents required of Seller under this Agreement to Purchaser, including but not limited to an acceptable Special Warranty Deed, sufficient and acceptable to the Closing Agent to address the elimination of standard exceptions for "gap" coverage, construction liens and possession.

C. Performance of Covenants. Seller shall have performed all of its material covenants, agreements and obligations under this Agreement.

D. Truth of Representations and Warranties. All of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects though first made as of the date of the Closing.

E. Removal of Personal Property. Seller shall remove all personal property, unless otherwise set forth herein, from the Property.

Purchaser may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Seller, Seller shall undertake such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Purchaser shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Purchaser terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination, the Earnest Money Deposit shall be returned to Purchaser.

19. Seller's Conditions Precedent. The following are conditions precedent to Seller's obligation to close this Transaction:

A. Delivery of Documents. Purchaser shall have executed and delivered to Seller all of the documents required of Purchaser under this Agreement.

B. Performance of Covenants. Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.

C. Payment of Purchase Price. Purchaser shall have delivered to Seller the balance of the Purchase Price and the Escrow Agent shall have delivered to Seller the Earnest Money Deposit.

D. Truth of Representations and Warranties. All of Purchaser's representations and warranties set forth in Section 17 of this Agreement shall be true and correct in all material respects.

Seller may waive any or all of the preceding conditions precedent. With respect to those conditions precedent of which require the cooperation or subsequent action of Purchaser, Purchaser shall undertake

such cooperation or action in good faith. If, notwithstanding the parties' commercially reasonably diligent effort, all of the following conditions precedent are not satisfied on or before the Closing Date, Seller shall have the right and option to either (i) waive any such unsatisfied condition precedent and close this Agreement in accordance with its terms without any adjustment to the Purchase Price, or (ii) terminate this Agreement on such Closing Date. If Seller terminates this Agreement because of the failure to satisfy or waive any such condition precedent all rights and obligations of the parties hereunder to each other shall end and this Agreement shall be of no further force or effect. In the event of such a termination pursuant to this section, the Earnest Money Deposit shall be retained by Seller (or if not previously disbursed, the Earnest Money Deposit shall be immediately disbursed to Seller).

20. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns; and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement. The parties may assign their rights under this agreement but neither party may assign or transfer its obligations under this Agreement without prior written consent of the other. Any assignment without such written consent shall be void and shall not act to release the assigning party from its obligations hereunder. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

B. Broker's Commissions. Seller and Purchaser warrant and represent to each other that no broker or other person expecting or due a fee or commission related to the transaction herein contemplated was involved in this Agreement. Each party shall indemnify the other party against any claim of any broker claiming by, through, or under the indemnifying party. This indemnification clause is not intended nor shall it be construed to waive the Purchaser's rights and immunities or exceed the limitations provided by s. 768.28, Florida Statutes. This warranty and representation shall survive delivery of the Deed and Closing of this transaction.

C. Entire Agreement. This Agreement, including the Exhibit attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.

D. 1031 Exchange. If Seller wishes to enter into a IRC Section 1031 like-kind exchange with respect to the Property ("Exchange"), the Purchaser agrees to cooperate, including the execution of documents; provided (1) the Purchaser shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

E. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

F. Mold. Mold is naturally occurring and may cause health risks or damage to property. This Agreement is not contingent upon testing for the existence of toxic mold unless specifically provided.

G. Risk of Loss. Loss or damage to all improvements shall be at the risk of Seller until Closing. In the event of substantial damage to the Property prior to the Closing Date or any condemnation of the Property, the Purchaser may either close this transaction and accept the Seller's interest in the insurance or condemnation proceeds or terminate this Agreement and be entitled to the return of the deposit monies paid

by the Purchaser together with all interest earned thereon. For purposes of this Agreement, substantial damage shall mean damage to at least 10% of the Property.

H. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach

I. Severability. In case anyone or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

J. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue for any action concerning this Agreement shall be the Circuit Court in and for Hardee County, Florida. Except as specifically set forth herein, Purchaser does not waive sovereign immunity and Purchaser’s liability, if any, is subject to and limited by Section 768.28, Florida Statutes.

K. Time for Acceptance. Any offer or counter-offer made hereunder must be accepted via counter-signature within fifteen (15) days of the date signed by the first party, unless the offer or counter-offer is sooner rescinded. Any offer or counter-offer that is not timely accepted shall be deemed expired and revoked. Seller acknowledges that Purchaser is dependent special district operating under applicable laws of the State of Florida, including Chapter 159, Florida Statutes, and further acknowledges that official acts by Purchaser are authorized by a governing body. No contract or agreement, whether in writing or verbal, is binding upon Purchaser until reviewed and accepted by the Purchaser’s governing body and executed by all parties.

Seller:

Purchaser:

RONALD MOYE

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

Date of execution: _____, 2022

By: _____

Name: Lee Mikell

SHARON MOYE

Its: Chair

Date of execution: _____, 2022

Date of execution: _____, 2022

ATTEST:

Name: _____

Attachment: 2022.10.24 CTRCT - Commercial IDA pf Moye jss rev CLEAN (Moye Property Commercial Land Contract & Resolution 2022-05)

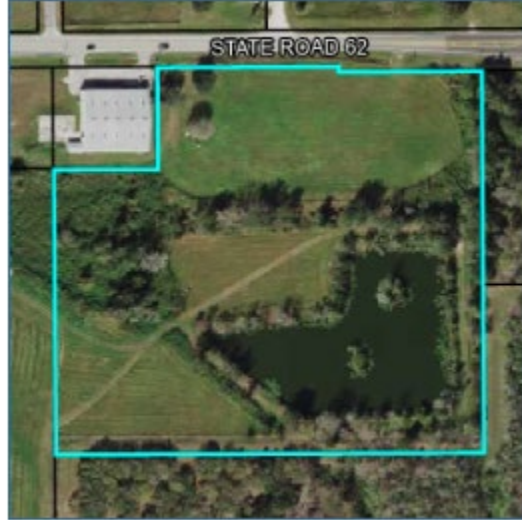
Exhibit A

DEPICTIONS / DESCRIPTION OF REAL PROPERTY
(Legal descriptions subject to survey)

PARCEL #1:

Parcel ID: 21-33-25-0000-02520-0000

Approximately 13 Acres



AND

PARCEL #2:

Parcel ID: 21-33-25-0000-02530-0000

Approximately .95 acres



AND

PARCEL #3

Parcel ID: 20-33-25-0000-09040-0000

Approximately 1.59 acres

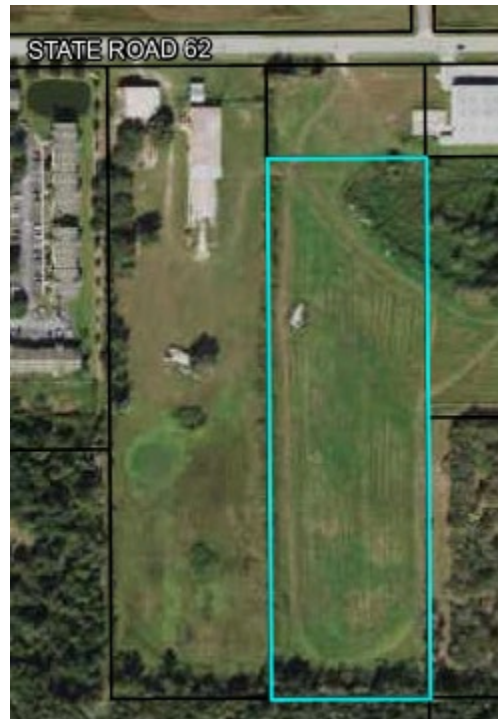


AND

PARCEL #4

Parcel ID: 20-33-25-0000-09020-0000

Approximately 8.26 acres



RESOLUTION NO. 2022-05

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF A COMMERCIAL CONTRACT FOR THE PURCHASE OF REAL PROPERTY AND APPROVING AND AUTHORIZING CLOSING OF THE REAL PROPERTY.

WHEREAS, the Hardee County Industrial Development Authority (“IDA”) and desires to purchase certain real property commonly known as 205 State Road 62 and three parcels at 0 State Road 62, all of Wauchula, Hardee County, Florida, as more specifically depicted or described in the Commercial Contract attached hereto as Exhibit “A” (the “Property”);

WHEREAS, the Property is located on State Road 62 in close proximity to the Hardee County Commerce Park; and

WHEREAS, the acquisition of the Property by the IDA will foster economic development in Hardee County by securing real property necessary to continue growth in the community.

NOW, THEREFORE, BE IT RESOLVED BY the Hardee County Industrial Development Authority that:

- 1. The Board of the Hardee County Industrial Development Authority finds that acquisition of the Property will serve the public purpose of advancing the economic prosperity and general welfare of Hardee County and its residents.
- 2. The Board of the Hardee County Industrial Development Authority hereby approves the terms set forth in the Commercial Contract attached hereto as Exhibit “A”.
- 3. The Board of the Hardee County Industrial Development Authority does hereby authorize the execution and delivery of the Commercial Contract attached hereto as Exhibit “A” for the purchase of the Property by the Chair and/or Vice Chair.
- 4. The Chair and/or Vice Chair is hereby authorized to make transfers of funds and to sign documents necessary to effectuate the IDA’s responsibilities pursuant to and under the Commercial Contract, including authorization to sign all documents and to transfer all funds necessary to effectuate the Closing of the purchase of the Property pursuant to the terms of the Commercial Contract.
- 5. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this 15th day of November, 2022 by the Hardee County Industrial Development Authority.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Lee Mikell, Chairman

ATTEST:

By: _____
Name: _____

Attachment: Resolution authorizing Moye contract and closing (Moye Property Commercial Land Contract & Resolution 2022-05)

Lease with Pacer Marine Manufacturing
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
Project Ignite - Revised IDA Lease - 4876-4069-5613 3 CLEAN

**COMMERCIAL LEASE WITH OPTION TO PURCHASE BY AND BETWEEN
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AND PACER MARINE ENGINEERING, INC.**

THIS COMMERCIAL LEASE AGREEMENT WITH OPTION TO PURCHASE is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate of the State of Florida operating pursuant to Chapter 159, Florida Statutes (herein called “OWNER”) and **PACER MARINE ENGINEERING, INC.**, a Florida corporation with an address at 2515 Commerce Court, Bowling Green, Florida 33834 (herein called “TENANT”).

WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 2485 Commerce Court, Bowling Green, Hardee County, Florida;

WHEREAS, OWNER has agreed to lease the property to TENANT with option to purchase;

WHEREAS, TENANT wishes to lease said property from OWNER;

WHEREAS, OWNER and TENANT entered into that certain Project Development Contract dated July 19, 2021 to which a copy of a commercial lease with option to purchase was attached as an exhibit for identification purposes only, but which was inadvertently respectively signed by OWNER and TENANT on July 19, 2021 and July 15, 2021 (the “Prior Lease and Option”); and

WHEREAS, OWNER and TENANT wish to enter into this Commercial Lease with Option to Purchase, which terms shall supersede that of the Prior Lease.

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. The parties agree that this Commercial Lease Agreement with Option to Purchase shall supersede any and all prior leases or options as to the Premises (as hereinafter defined) between the parties which shall specifically include the Prior Lease and Option. The parties agree that they each waive any informalities with regard to compliance with Section 7 “Option to Lease” of the Project Development Contract dated July 19, 2021.

2. **TERM.** The initial term of this Lease Agreement shall be for ten (10) years commencing on August 1, 2022 (“Effective Date”) and ending on July 31, 2032, unless sooner terminated as herein provided.

3. **PROPERTY.** The property subject to this Agreement, commonly known as 2485 Commerce Court, Bowling Green, Hardee County, Florida, and containing a commercial building, is more specifically described as:

Lot 4, Hardee County Commerce Park, a subdivision located in Sections 20 and 29, Township 33 South, Range 25 East, as per plat recorded in Plat Bar 30, Page

1-3, Public Records of Hardee County, Florida

(herein called the "Premises").

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

5. **RENT.** Beginning on the Effective Date, TENANT shall pay monthly rent to OWNER equal to \$11,949.32 except as otherwise provided herein. Rent shall be paid by TENANT to OWNER, together with any sales or use taxes thereon, in advance, on or before the first day of each month. For Rent due in the first twenty-four months of the Term, TENANT shall be entitled to receive a rent reduction of \$4,583.33 per month (the "Rent Reduction"). The Rent Reduction is not applicable for any renewal period.

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

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

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

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

10. **CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by OWNER. TENANT shall at all times keep and maintain an adequate number of operating, charged fire extinguishers in or on the Premises. TENANT will not permit the Premises to be occupied for any purpose deemed disreputable

or deemed to be extra-hazardous on account of fire. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds OWNER harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

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

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

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

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

15. **ALTERATIONS.** The TENANT shall make no material additions or alterations in or to the Premises without the written consent of OWNER. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse OWNER against possible mechanics', laborers' and materialmen's liens upon the Premises. All buildings, furnishings, inventory, machinery, and equipment constructed or installed on the Premises by TENANT shall be the property of TENANT and the TENANT shall have legal title thereto during the term of this Lease; however, upon the expiration or termination of this Lease, title to all such fixtures shall automatically revert to and vest in the LANDLORD, except as provided in Paragraph 25 herein.

16. **MAINTENANCE AND REPAIRS.** During the initial term of this lease, OWNER shall be responsible for and maintain the structural and major component parts (i.e., the HVAC system, plumbing system (excluding fixtures), electrical system, and roof) of the Premises in good repair and condition (reasonable wear and tear, casualty damage, and condemnation excepted). For avoidance of any doubt, OWNER's obligation in the preceding sentence does not include the obligation to maintain all or part of

any improvement, component, system, or fixture of TENANT and does not require OWNER to provide maintenance in the event the same is necessitated by the wrongful or negligent acts of TENANT, its employees, representatives, agents, or invitees. During the initial term, TENANT shall be responsible for all other maintenance, repair, and upkeep of the Premises and shall keep the Premises, including parking lot, lawn maintenance, landscaping, and irrigation system, in good order and repair. During the Renewal Term, TENANT shall be solely responsible for all costs, expenses, and obligations of any kind for all maintenance, repairs, improvements, and replacements of and to the Premises of every kind and nature whatsoever, including all structural and major component parts of the Premises (i.e., HVAC system, plumbing, electrical, roof), and shall hold harmless OWNER from the same.

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

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

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

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

any circumstances whatsoever.

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

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

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

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

the coverage available.

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

B. LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by OWNER, such insurance to afford minimum protection of not less than \$3,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. OWNER, Hardee County Industrial Development Authority, shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide OWNER with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

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

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

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

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

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

any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

H. TENANT'S NEGLIGENCE. If the Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

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

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

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

If to TENANT:
Pacer Marine Engineering, Inc.
Attn: John Swiatkowski
1555 Apex Rd
Sarasota, Florida 34240

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

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

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

Premises, with the cost of such repairs to be paid by TENANT.

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

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

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

giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default; (f) Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due; or (g) Exercise any combination of the above or any other remedy provided by law.

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

31. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic waste into the sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, used, or stored on the Premises in violation of any Environmental Law, or released or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the OWNER harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or wastewater treatment facility. OWNER hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

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

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

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

35. OPTION TO PURCHASE.

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

B. The purchase price for the Premises (including all improvements contained on the Premises), if the option is exercised, shall be the agreed-upon appraised value of the Premises as of the effective date of a sale and purchase agreement entered into by TENANT and OWNER for the TENANT's purchase of the Premises pursuant to this purchase option (the "Purchase Option Price").

C. *Job Creation Credit.* OWNER agrees TENANT shall receive job creation credit against the Purchase Option Price based on the number of full-time employees ("FTE") in Hardee County, Florida employed by TENANT as reported for each quarter of a calendar year from the date of this Lease with Option to Purchase to the date of TENANT's notice of election of this purchase option, less the aggregate real property taxes and insurance premiums paid by OWNER on the Premises from the Effective Date to the date of closing the purchase. A full-time employee is one who works a minimum of 35 hours per week. Any FTE who was newly hired on or after January 1, 2021 shall be counted for purposes of the job creation credit.

D. Under no circumstance shall the total job creation credit exceed more than one hundred percent (100%) of the Purchase Option Price. The proportional sliding scale for calculation of job creation credit is as follows:

- For employing no less than 12 full-time employees in Hardee County in a quarterly period, a credit of fifty percent (50%) of timely payments of rent made in that period.

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

Provided TENANT is timely making payments and is not in default under the Lease, TENANT shall be entitled to receive the aforementioned credits without regard to or offset of any Rent Reduction as though the full amount of Rent was being paid by TENANT in the applicable period.

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

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

G. At such time as TENANT elects to purchase the Premises and leasehold improvements, TENANT shall give OWNER written notice thereof pursuant to the Notice provisions set forth in the Commercial Lease. OWNER shall, within forty-five (45) days after receipt of such notice and receipt of the FTE Certification from TENANT, provide a contract for sale at the Purchase Option Price with TENANT paying all closing costs and all (non-prorated) real estate taxes for the year of closing. In addition, such contract for sale shall contain all reasonable standard provisions for contracts for similar sales. The consideration for this option is One Dollar (\$1.00) at the execution of this Commercial Lease.

H. Under no circumstance shall TENANT be entitled to compensation, return, refund, credit, or setoff for any credits in excess of the amount of the Purchase Option Price.

I. TENANT's failure to remain in good standing (including making timely rent payments) under this Lease shall terminate this option; provided, however, that if TENANT cures any such

default, the option shall remain. This option shall not survive the expiration or termination of this Lease. This purchase option may be assigned by TENANT upon prior approval of OWNER, which approval shall not be unreasonably withheld.

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

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

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

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

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

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

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

43. TIME. Time is of the essence of this agreement.

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

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

PACER MARINE ENGINEERING, INC.,
a Florida corporation

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY,**
dependent special district and body politic and
corporate of the State of Florida

By: _____

By: _____

Print Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Print Name: _____

Print Name: _____

(corporate seal)

Attachment: Project Ignite - Revised IDA Lease - 4876-4069-5613 3 CLEAN (Lease with Pacer Marine Manufacturing, Inc)

IDA Consent of Assignment of Commercial Lease Agreement by Pacer Marine Engineering, Inc. to Mach
Connections, LLC
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:

Project Connect - Form Assignment of IDA Lease and IDA's Consent - 4894-2407-1483 4 sln11-8-22 CLEAN

ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT

THIS ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT (this "Assignment") is made effective on December ____, 2022 (the "Effective Date") by and between PACER MARINE ENGINEERING, INC., a Florida corporation (the "Tenant" or "Assignor"), and MACH CONNECTIONS, LLC, a Florida limited liability company (the "Assignee").

RECITALS

WHEREAS, Hardee County Industrial Development Authority, a dependent special district, body politic and corporation of the State of Florida, as landlord (the "Owner"), and Assignor, as tenant, executed that certain Commercial Lease with Option to Purchase, dated _____, 2022 (the "Lease"); and

WHEREAS, the Lease covers certain premises located at 2485 Commerce Court, Bowling Green, Hardee County, Florida 33834, more specifically described as: Lot 4, Hardee County Commerce Park, a subdivision located in Sections 20 and 29, Township 33 South, Range 25 East, as per plat recorded in Plat Book B-30, Pages 1-3, Public Records of Hardee County, Florida (the "Premises"); and

WHEREAS, a complete copy of the Lease is attached hereto as Exhibit A; and

WHEREAS, Assignee is acquiring substantially all of the assets and business operations of Assignor (the "Acquisition") pursuant to an Asset Purchase Agreement by and between Assignor and Assignee dated as of the Effective Date (the "Purchase Agreement"), which assets include Assignor's leasehold estate in and to the Premises; and

WHEREAS, in connection with the Acquisition, Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from Assignor, pursuant to the terms and conditions set forth herein; and

WHEREAS, the Lease states that Assignor, as tenant, shall not assign the Lease without the written consent of Owner, which consent will not be unreasonably withheld.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby grants, assigns, and transfers to Assignee, and its successors and assigns forever, all right, title and interest of Assignor in, to and under the Lease, and Assignee hereby accepts from Assignor all such right, title and interest in, to and under the Lease from and after 11:59 P.M. on the Effective Date.

2. Assumption of Lease Obligation. Assignee assumes and agrees to perform and fulfill all of the terms, covenants, conditions, and obligations required to be performed and fulfilled by the tenant under the Lease first arising or occurring after 11:59 P.M. on the Effective Date.

3. Assignor's Additional Representations and Warranties. Assignor represents and warrants to Assignee that: (a) the copy of the Lease attached as Exhibit A hereto is a true, correct and complete copy of the Lease as currently in effect on the Effective Date; and (b) there exists no other agreement affecting the Assignor's tenancy under the Lease that is not set forth in Exhibit A hereto.

4. Successor and Assigns. This Assignment shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

5. No Merger. All of the representations, warranties, covenants, agreements, indemnities, grants, sales, conveyances, assignments, transfers, and deliveries set forth in the Purchase Agreement shall remain fully effective and operative, shall survive the execution and delivery of this Assignment, and shall not be merged herewith. This Assignment is not intended to, and shall not, amend, modify, merge, waive, alter, or supplant any term or provision of the Purchase Agreement or any rights, duties, or obligations of a party thereunder, all of which remain active and in full force and effect as between Assignor and Assignee from and after the Effective Date.

6. Amendments in Writing. No amendment or modification of this Assignment shall be valid unless the amendment or modification is in writing and signed by both Assignor and Assignee.

7. Invalidity of any Provision. If any agreement, condition, obligation, covenant, warranty, or other provision of this Assignment shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate or render unenforceable any other agreement, condition, obligation, covenant, warranty, or other provision of this Assignment.

8. Counterparts; Electronic Signature. This Assignment may be signed in multiple counterparts and, as so executed, shall constitute a binding agreement. A document (or signature page thereto) signed and transmitted by electronic mail or other form of electronic transmission is to be treated as an original document for all purposes.

9. Future Notices. Assignee acknowledges and agrees to and in favor of Owner that, from and after the Effective Date, all notices provided by Owner, or its successors or assigns, to the tenant under the Lease shall be sent to the following address pursuant to the terms set forth in the Lease:

Mach Connections, LLC
14700 Aerospace Parkway
Orlando, Florida 32832
Attention: William E. Yeargin

with a copy to (which copy shall not constitute notice):

Nelson Mullins Riley & Scarborough LLP
390 N. Orange Ave., Suite 1400

Orlando, FL 32801
Attention: Matt Armstrong

[Remainder of Page Left Intentionally Blank. Signature Page Follows.]

Attachment: Project Connect - Form Assignment of IDA Lease and IDA's Consent - 4894-2407-1483 4 sIn11-8-22 CLEAN (IDA Consent of

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment to be effective as of the Effective Date.

ASSIGNOR/TENANT:

PACER MARINE ENGINEERING, INC., a Florida corporation

By: _____
Name: John Swiatkowski
Title: President

ASSIGNEE:

MACH CONNECTIONS, LLC, a Florida limited liability company

By: _____
Name: William E. Yeargin
Title: Manager

[Remainder of Page Intentionally Blank. Landlord’s Signature Page Follows.]

Attachment: Project Connect - Form Assignment of IDA Lease and IDA's Consent - 4894-2407-1483 4 sIn11-8-22 CLEAN (IDA Consent of

By signing below, Owner hereby:

1. Consents to and approves of the Acquisition and the assignment of the Lease by Assignor to Assignee that is memorialized by this Assignment, and will not terminate the Lease or take any other adverse action with respect thereto against Assignor or Assignee as a result of the assignment or the Acquisition; provided, however, that Owner’s consent shall not be construed to affect or abridge any right that Owner has, or may have, under the Lease with respect to any future transaction or the performance by Assignor or Assignee of their respective duties and obligations under the Lease.

2. Acknowledges that: (a) to Owner’s knowledge, Assignor is not presently in default or breach of the Lease; (b) the copy of the Lease attached hereto as Exhibit A is a true and correct copy of the Lease presently in effect; (c) from and after the Effective Date, all notices to “Tenant” under the Lease shall be sent to the addresses identified in Section 9 of the Assignment; (d) Owner’s current address for notice under the Lease is set forth below its signature hereto; and (e) to Owner’s knowledge, except for that certain Hardee County Economic Development Authority Grant Award Agreement dated October 1, 2019, there are no (i) grants from any State or Federal governmental entity from which any of the improvements to the Premises were funded, (ii) agreements between Owner and any branch or agency of the Government of the United States of America, or the State of Florida, relative to the development, operation, and maintenance of the Premises, or (iii) any restrictions or regulations imposed by any governmental body or agency applicable to Owner to which the rights of the tenant under the Lease to lease and occupy the Premises on an exclusive basis, or its option to purchase the Premises pursuant to Section 35 of the Lease, are subject, other than the express restrictions and regulations of the Lease.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a dependent district and body politic corporate of the State of Florida operating pursuant to Chapter 159, Florida Statutes

By: _____
 Name: _____
 Title: _____
 Date: _____

ATTEST:
 By: _____

Attachment: Project Connect - Form Assignment of IDA Lease and IDA's Consent - 4894-2407-1483 4 sIn11-8-22 CLEAN (IDA Consent of

Print Name: _____

Address for Notice:

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

Attachment: Project Connect - Form Assignment of IDA Lease and IDA's Consent - 4894-2407-1483 4 sIn11-8-22 CLEAN (IDA Consent of

EXHIBIT A
LEASE

See Attached.

Memorandum of Commercial Lease and Option to Purchase with Mach Connections, LLC
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:

Project Connect - Memorandum of Commercial Lease and Option to Purchase - IDA

This instrument was prepared by:
 Morry Osborn, Esq.
 Nelson Mullins Riley & Scarborough, LLP
 390 N. Orange Avenue, Suite 1400
 Orlando, Florida 32801

MEMORANDUM OF COMMERCIAL LEASE
WITH OPTION TO PURCHASE

THIS MEMORANDUM OF COMMERCIAL LEASE WITH OPTION TO PURCHASE (“Memorandum”) is made and entered into this ___ day of _____, 2022, by and between **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate of the State of Florida operating pursuant to Chapter 159, Florida Statutes (the “Owner”), whose principal address is 107 E. Main Street, Wauchula, Florida 33873 and **MACH CONNECTIONS, LLC**, a Florida limited liability company (the “Tenant”), whose principal address is 14700 Aerospace Parkway, Orlando, Florida 32832.

RECITALS:

1. Owner is the owner of certain real property located at 2485 Commerce Court, Bowling Green, Hardee County, Florida, and containing a commercial building, and is more specifically described as: Lot 4, Hardee County Commerce Park, a subdivision located in Sections 20 and 29, Township 33 South, Range 25 East, as per plat recorded in Plat Book B-30, Pages 1-3, Public Records of Hardee County, Florida (the “Premises”).
2. Owner and Pacer Marine Engineering, Inc., a Florida corporation (“Prior Tenant”) entered into a Commercial Lease with Option to Purchase (“Lease”), dated November ___, 2022, wherein Owner leased the Premises to Prior Tenant.
3. Prior Tenant, with the written consent of Owner, assigned the Lease to Tenant pursuant to that certain Assignment of Commercial Lease Agreement (the “Assignment”), dated November ___, 2022.
4. The initial term of the Lease is ten (10) years commencing on August 1, 2022, and terminating on July 31, 2032, unless sooner terminated as provided in the Lease. The Lease is subject to a renewal option for an additional period of ten (10) years. The Lease is subject to termination by Owner in the event certain financing and development conditions are not timely satisfied.
5. Tenant may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders for lending institutions. Owner shall not subordinate its interest in the Premises or Improvements to any such security holder under any circumstances whatsoever.
6. The Lease requires that the Premises are to be used by Tenant for the purpose of an industrial or manufacturing plant and warehouse or distribution facility. Any material additions or alterations in or to the Premises must comply with the terms of the Lease.
7. Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. Tenant is not the agent of Owner and cannot confer upon a laborer upon the

Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon Owner's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

8. The Lease requires Tenant to make certain periodic payments.
9. The Lease grants Tenant the exclusive option to purchase the Premises on terms and conditions set forth in the Lease.
10. The Lease requires that this Memorandum be recorded.

This Memorandum is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions of the Lease but is intended only to give notice of the Lease.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum.

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

OWNER:

HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY, dependent special
district and body politic and corporate of the State of
Florida

By: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this _____ day of November 2022, by _____, as _____ of Hardee County Industrial Development Authority, dependent special district and body politic and corporate of the State of Florida, on behalf of said entity. He/she is personally known or has produced satisfactory identification.

_____(SEAL)
(Signature of Notary)
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Attachment: Project Connect - Memorandum of Commercial Lease and Option to Purchase - IDA (Memorandum of Commercial Lease and

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

TENANT:

MACH CONNECTIONS, LLC,
a Florida limited liability company

By: _____
William E. Yeargin, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this _____ day of November 2022, by William E. Yeargin, as Manager of Mach Connections, LLC, a Florida limited liability company, on behalf the company. He/she is personally known or has produced satisfactory identification.

_____(SEAL)
(Signature of Notary)
My Commission Expires: _____

Attachment: Project Connect - Memorandum of Commercial Lease and Option to Purchase - IDA (Memorandum of Commercial Lease and

Memorandum of Understanding- Solar
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
Memorandum of Understanding - Hardee 2022 11-9-22

**MEMORANDUM OF UNDERSTANDING
(Solar Project)**

By signature below, Hardee County Industrial Development Authority (“IDA”) and Hardee County Economic Development Council, Inc. d/b/a The Development Group (“EDC”) (collectively, the IDA/EDC) and Beaufort Rosemary, LLC and IPS Avon Park Corporation (collectively with their affiliates, assigns, and partners, the “Developer”) agree to work together through December 1, 2024 to facilitate development of a new approximately five hundred megawatt (500 MW ac) utility-scale solar PV facility and battery energy storage system in Hardee County, Florida (the “Project”). It is anticipated that development of the Project will support the economic development of Hardee County.

IDA/EDC will work exclusively with Developer to identify properties within Hardee County that could support the facilities of the Project. Developer shall provide IDA/EDC with general criteria for use in evaluation of whether property may be suitable for the Project. Whether or not property will ultimately be acceptable for development of the Project will be in the sole discretion of the Developer. IDA/EDC and Developer agree that the most likely location suitable for geographical placement of the Project will be on marginal lands. The definition of whether a property constitutes marginal lands shall be in the sole discretion of the IDA/EDC.

If property identified by the IDA/EDC as substantially suitable for the Project and which is acceptable to the Developer comes under the ownership or the control of the IDA/EDC, then IDA/EDC intends to negotiate a lease of such property to Developer, or to Developer’s affiliate(s) or assign(s) acceptable to IDA/EDC, on terms and conditions mutually agreed by the parties thereto. However, if property substantially suitable for the Project is found but comes under the ownership or control of the Developer, its affiliates, agents, partners, or assigns within four years after the date of last signature below rather than under the ownership or control of IDA/EDC, , then Developer shall pay to the EDC a one-time payment of One Million Dollars (\$1,000,000.00) upon commercial operation of the Project as compensation for IDA/EDC efforts.

It is anticipated that the Project will add a significant new source of property tax revenue in Hardee County to the benefit of its residents and would result in constructive use of lands that may otherwise remain marginalized.

BEAUFORT ROSEMARY LLC

IPS AVON PARK CORPORATION

By: _____

By: _____

Name: Kevin J. Casey

Name: John S. Ellis

Its: Managing Director

Its: President

Date: _____

Date: _____

**HARDEE COUNTY ECONOMIC
DEVELOPMENT COUNCIL, INC. d/b/a
THE DEVELOPMENT GROUP**

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____

Name: Lee Mikell, Chair

Date: _____

By: _____

Name: Lee Mikell, Chair

Date: _____

ATTEST:

Title: _____

Attachment: Memorandum of Understanding - Hardee 2022 11-9-22 (Memorandum of Understanding- Solar)

General Fund & S. Ft. Meade Fund Budget Amendments for FYE 2022
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
General Fund Budget Amendments - FYE 2022 - Nov 15 2022
RES - IDA Budget Amendment 2022-06

Hardee County Industrial Development Authority
 General Fund (Including EDA Grant Activity) - Budget Amendment November 15, 2022
 For Fiscal Year October 1, 2021 through September 30, 2022

			Increase / (Decrease)
Utilization of General Fund Balance Carry Forward			
Unassigned	\$	-	
Total Fund Balance Carry Forward	\$	-	
Appropriations:			
Expenditures:			
Professional Fees - Legal/Accounting	\$	(75,000)	(3)
Professional Fees - Appraisals/Studies		42,000	(1)
Office expense		200	(1)
Property Taxes		20,000	(2)
Landscaping & Grounds		(7,200)	(3)
Utilities		(70,000)	(3)
Insurance		90,000	(2)
Total Appropriations	\$	-	

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

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

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

RESOLUTION NO. 2021-06

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

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

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

WHEREAS, amendment to the Budget is desired; and

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

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

1. The above recitals are true and correct and are hereby incorporated by reference.
2. The Budget is hereby amended in accordance with Exhibit "A- General Fund" and Exhibit "B- Special Revenue Fund", copies of which are attached hereto.
3. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this ____ day of _____, 2022.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Chairman

ATTEST:

By: _____

Name: _____

Attachment: RES - IDA Budget Amendment 2022-06 (General Fund & S. Ft. Meade Fund Budget Amendments for FYE 2022)

Ona Mine Budget Amendments for FYE 2022
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:

Infrastructure SR Fund (Ona Mine) Budget Amendments - FYE 2022 Nov 15 2022
Economic Development SR Fund (Ona Mine) Budget Amendments - FYE 2022 Nov 15 2022
RES - IDA Budget Amendment 2022-07

Hardee County Industrial Development Authority
Mosaic Ona Mine Special Revenue Funds - Infrastructure Development Fund
Budget Amendment November 15, 2022
For Fiscal Year October 1, 2021 through September 30, 2022

	Increase / (Decrease)
Utilization and adjustment of Grant Fund Balance Carry forward - Mosaic Ona Mine Infrastructure Development Fund Allocation:	
Use of fund balance carry forward	\$ -
Revenues:	
Ona Mine Grant Income	1,345,238 (1)
Total Fund Balance Carryforward adjustments for Mosaic Ona Mine Fund Allocations and Revenue	\$ 1,345,238
Adjustments:	
Expenditures:	
Expenditures	\$ -
Fund Balance Reserve Carryforward to FY 2023	1,345,238 (2)
Total Adjustments	\$ 1,345,238

(1) - The Stripping Margin Adjustment is not known when original budget is adopted. This amendment represents the Board's allocation of these funds.

(2) - Excess revenues from budget amendment that will be carry forward to FY 2023.

Hardee County Industrial Development Authority
Mosaic Ona Mine Special Revenue Funds - General Economic Development Fund
Budget Amendment November 15, 2022
For Fiscal Year October 1, 2021 through September 30, 2022

	Increase / (Decrease)
Utilization and adjustment of Grant Fund Balance Carry forward - Mosaic Ona Mine General Economic Development Fund Allocation:	
Use of fund balance carry forward	\$ -
Revenues:	
Ona Mine Grant Income	1,345,238 (1)
Rental income - Duke Energy solar lease	243,558 (2)
Total Fund Balance Carryforward adjustments for Mosaic Ona Mine Fund Allocations and Revenue	<u>\$ 1,588,796</u>
Adjustments:	
Expenditures:	
Rent - Mosaic lease	\$ 35,976 (3)
Insurance	6,680 (3)
Transfer Out - EDC (Solar lease profit)	209,858 (3)
Fund Balance Reserve Carryforward to FY 2023	1,336,282 (4)
Total Adjustments	<u>\$ 1,588,796</u>

(1) - The Stripping Margin Adjustment is not known when original budget is adopted. This amendment represents the Board's allocation of these funds.

(2) - The Duke Energy solar lease income was not included in originally adopted budget.

(3) - These expenditures were not included in the originally adopted budget.

(4) - Excess revenues from budget amendment that will be carry forward to FY 2023.

RESOLUTION NO. 2022-07

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

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

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

WHEREAS, amendment to the Budget is desired; and

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2022.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Chairman

ATTEST:

By: _____

Name: _____

Attachment: RES - IDA Budget Amendment 2022-07 (Ona Mine Budget Amendments for FYE 2022)

October 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 by Class
Ona Mine Balance Sheet
Ona Mine Profit and Loss by Class

1:02 PM
11/09/22
Cash Basis

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

	Oct 31, 22
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	76,856.02
Total Checking/Savings	76,856.02
Other Current Assets	
1112 - Due from IDA	-2,500.00
1299 - Undeposited Funds	1,000.00
Total Other Current Assets	-1,500.00
Total Current Assets	75,356.02
Fixed Assets	
Accum. Depreciation	-8,095.78
Office Equipment	10,657.17
Total Fixed Assets	2,561.39
TOTAL ASSETS	77,917.41
LIABILITIES & EQUITY	
Equity	
3010 - Unrestrict (retained earnings)	139,370.28
Net Income	-61,452.87
Total Equity	77,917.41
TOTAL LIABILITIES & EQUITY	77,917.41

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

1:03 PM
 11/09/22
 Cash Basis

Hardee County Economic Development
Profit & Loss
 October 2022

	Oct 22
Ordinary Income/Expense	
Income	
Rent	1,000.00
Total Income	1,000.00
Expense	
023-0 · Life/Health Insurance	7,695.89
025-0 · Payroll Expenses	44,359.74
031-0 · Professional Services	1,119.77
040-0 · Travel	411.06
043-0 · Utilities	1,222.56
044-0 · Rentals/Leases	2,297.32
046-0 · Repairs & Maintenance	95.00
048-0 · Promotional	17.41
051-0 · Office Supplies	962.88
052-0 · Operating Supplies	167.65
054-0 · Books, Dues, & Subscriptions	4,103.59
Total Expense	62,452.87
Net Ordinary Income	-61,452.87
Net Income	-61,452.87

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

1:05 PM

Hardee County Industrial Development Authority

Balance Sheet

11/09/22

As of October 31, 2022

Accrual Basis

	Oct 31, 22
ASSETS	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	2,608,666.19
101013 · WSB Mosaic CD	6,129,924.80
101014 · WSB Mosaic Checking	5,784,067.89
Total Checking/Savings	14,522,658.88
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	-594.61
Total Accounts Receivable	-594.61
Other Current Assets	
133016 · R. Riverter LOC	156,269.48
Total Other Current Assets	156,269.48
Total Current Assets	14,678,333.75
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	216,275.27
240000 · Due to SR	-216,275.27
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	171,948.19
133111 · Due from State of Florida	0.42
Total Due From Other Governments	171,948.61
Total Other Assets	171,948.61
TOTAL ASSETS	15,383,358.16
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	12,467.70
220011 · Prepaid Rent - Tech River	36,000.00
220012 · Riveter Security Deposit	1,250.00
Total Other Current Liabilities	49,717.70
Total Current Liabilities	49,717.70
Total Liabilities	49,717.70
Equity	
Fund Balance	
3000 · Nonspendable	553,004.83
3001 · Restrcted for Economic Dev Proj	15,022,625.88

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

1:05 PM

Hardee County Industrial Development Authority

11/09/22

Balance Sheet

Accrual Basis

As of October 31, 2022

	<u>Oct 31, 22</u>
3003 - Unassigned	2,370,224.04
Total Fund Balance	17,945,854.75
32000 - Unrestricted Net Assets	-287,083.02
Net Income	-2,325,131.27
Total Equity	<u>15,333,640.46</u>
TOTAL LIABILITIES & EQUITY	<u>15,383,358.16</u>

1:05 PM

Hardee County Industrial Development Authority

11/09/22

Profit & Loss by Class

Accrual Basis

October 2022

	Fla Hospital Overhead (General Fund)	Incubator Overhead (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00
362001 · Rental Income	0.00	5,432.67
369902 · Misc. Income Gen Fd	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00
Total Income	0.00	5,432.67
Expense		
5193105 · Professional Fees	0.00	0.00
519322 · Travel	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00
5194301 · Utilities	772.79	1,026.85
519460 · Repairs and Maintenance GF	0.00	210.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
5199114 · Bank Service Charges	0.00	0.00
6000 · Capital Outlay	0.00	0.00
6001 · Transfer to EDC	0.00	0.00
Total Expense	772.79	1,236.85
Net Ordinary Income	-772.79	4,195.82
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	2.94
Total Other Income	0.00	2.94
Net Other Income	0.00	2.94
Net Income	-772.79	4,198.76

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

1:05 PM

Hardee County Industrial Development Authority

11/09/22

Profit & Loss by Class

Accrual Basis

October 2022

	Property Management (General Fund)	Spec Buildings1 & 3(2275&2239) (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00
362001 · Rental Income	1,618.22	10,872.46
369902 · Misc. Income Gen Fd	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00
Total Income	1,618.22	10,872.46
Expense		
5193105 · Professional Fees	0.00	0.00
519322 · Travel	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00
5194301 · Utilities	5.58	0.00
519460 · Repairs and Maintenance GF	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
5199114 · Bank Service Charges	0.00	0.00
6000 · Capital Outlay	0.00	0.00
6001 · Transfer to EDC	0.00	0.00
Total Expense	5.58	0.00
Net Ordinary Income	1,612.64	10,872.46
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	1.00	17.67
Total Other Income	1.00	17.67
Net Other Income	1.00	17.67
Net Income	1,613.64	10,890.13

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

1:05 PM

Hardee County Industrial Development Authority

11/09/22

Profit & Loss by Class

Accrual Basis

October 2022

	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00
362001 · Rental Income	13,241.75	3,750.00
369902 · Misc. Income Gen Fd	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00
Total Income	13,241.75	3,750.00
Expense		
5193105 · Professional Fees	0.00	0.00
519322 · Travel	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00
5194301 · Utilities	0.00	504.22
519460 · Repairs and Maintenance GF	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
5199114 · Bank Service Charges	0.00	0.00
6000 · Capital Outlay	0.00	0.00
6001 · Transfer to EDC	0.00	0.00
Total Expense	0.00	504.22
Net Ordinary Income	13,241.75	3,245.78
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	6.09
Total Other Income	0.00	6.09
Net Other Income	0.00	6.09
Net Income	13,241.75	3,251.87

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

1:05 PM

Hardee County Industrial Development Authority

11/09/22

Profit & Loss by Class

Accrual Basis

October 2022

	Spec Bldg 10 (Pacer) (General Fund)	Winn Dixie Property - GF (General Fund)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest Income Mosaic accts	0.00	0.00
362001 · Rental Income	7,365.99	8,780.00
369902 · Misc. Income Gen Fd	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00
Total Income	7,365.99	8,780.00
Expense		
5193105 · Professional Fees	0.00	0.00
519322 · Travel	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00
5194301 · Utilities	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
5199114 · Bank Service Charges	0.00	0.00
6000 · Capital Outlay	0.00	0.00
6001 · Transfer to EDC	0.00	0.00
Total Expense	0.00	0.00
Net Ordinary Income	7,365.99	8,780.00
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	11.97	14.27
Total Other Income	11.97	14.27
Net Other Income	11.97	14.27
Net Income	7,377.96	8,794.27

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

1:05 PM

Hardee County Industrial Development Authority

11/09/22

Profit & Loss by Class

Accrual Basis

October 2022

	General Fund - Other (General Fund)	Total General Fund
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	1,984.76	1,984.76
361101 · Interest income Mosaic accts	0.00	0.00
362001 · Rental Income	0.00	51,061.09
369902 · Misc. Income Gen Fd	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00
Total Income	1,984.76	53,045.85
Expense		
5193105 · Professional Fees	175.00	175.00
519322 · Travel	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00
5194301 · Utilities	0.00	2,309.44
519460 · Repairs and Maintenance GF	0.00	210.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	0.00	0.00
5199114 · Bank Service Charges	0.00	0.00
6000 · Capital Outlay	0.00	0.00
6001 · Transfer to EDC	0.00	0.00
Total Expense	175.00	2,694.44
Net Ordinary Income	1,809.76	50,351.41
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	53.94
Total Other Income	0.00	53.94
Net Other Income	0.00	53.94
Net Income	1,809.76	50,405.35

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

1:05 PM

Hardee County Industrial Development Authority

11/09/22

Profit & Loss by Class

Accrual Basis

October 2022

	126 W Main Utilitech (Special Revenue)	Ag Test Plot (Special Revenue)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00
362001 · Rental Income	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	701.44
Total Income	0.00	701.44
Expense		
5193105 · Professional Fees	0.00	0.00
519322 · Travel	0.00	35.00
5193400 · Landscaping and Grounds	0.00	0.00
5194301 · Utilities	0.00	39.00
519460 · Repairs and Maintenance GF	0.00	0.00
5194601 · Repairs and Maintenance	0.00	881.25
519840 · Grant expenses	0.00	0.00
5199114 · Bank Service Charges	0.00	0.00
6000 · Capital Outlay	62,476.01	0.00
6001 · Transfer to EDC	0.00	500.00
Total Expense	62,476.01	1,455.25
Net Ordinary Income	-62,476.01	-753.81
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	0.00
Total Other Income	0.00	0.00
Net Other Income	0.00	0.00
Net Income	-62,476.01	-753.81

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

1:05 PM

Hardee County Industrial Development Authority

Profit & Loss by Class

11/09/22

October 2022

Accrual Basis

	IDA Marketing Program (Special Revenue)	Special Revenue - Other (Special Revenue)
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	0.00
361101 · Interest Income Mosaic accts	0.00	6,561.48
362001 · Rental Income	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00
369903 · Misc. Income Mosaic Fd	0.00	0.00
Total Income	0.00	6,561.48
Expense		
5193105 · Professional Fees	0.00	0.00
519322 · Travel	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00
5194301 · Utilities	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00
519840 · Grant expenses	3,500.00	0.00
5199114 · Bank Service Charges	0.00	25.00
6000 · Capital Outlay	0.00	2,315,343.28
6001 · Transfer to EDC	0.00	0.00
Total Expense	3,500.00	2,315,368.28
Net Ordinary Income	-3,500.00	-2,308,806.80
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	0.00
Total Other Income	0.00	0.00
Net Other Income	0.00	0.00
Net Income	-3,500.00	-2,308,806.80

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

1:05 PM

Hardee County Industrial Development Authority

11/09/22

Profit & Loss by Class

Accrual Basis

October 2022

	Total Special Revenue	TOTAL
Ordinary Income/Expense		
Income		
361100 · Interest Income gen fd	0.00	1,984.76
361101 · Interest Income Mosaic accts	6,561.48	6,561.48
362001 · Rental Income	0.00	51,061.09
369902 · Misc. Income Gen Fd	0.00	0.00
369903 · Misc. Income Mosaic Fd	701.44	701.44
Total Income	7,262.92	60,308.77
Expense		
5193105 · Professional Fees	0.00	175.00
519322 · Travel	35.00	35.00
5193400 · Landscaping and Grounds	0.00	0.00
5194301 · Utilities	39.00	2,348.44
519460 · Repairs and Maintenance GF	0.00	210.00
5194601 · Repairs and Maintenance	881.25	881.25
519840 · Grant expenses	3,500.00	3,500.00
5199114 · Bank Service Charges	25.00	25.00
6000 · Capital Outlay	2,377,819.29	2,377,819.29
6001 · Transfer to EDC	500.00	500.00
Total Expense	2,382,799.54	2,385,493.98
Net Ordinary Income	-2,375,536.62	-2,325,185.21
Other Income/Expense		
Other Income		
Sales Tax Collection Allowance	0.00	53.94
Total Other Income	0.00	53.94
Net Other Income	0.00	53.94
Net Income	-2,375,536.62	-2,325,131.27

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

1:07 PM

Hardee County Industrial Development Authority

Balance Sheet

11/09/22

As of October 31, 2022

Accrual Basis

	<u>Oct 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	6,982,318.42
Total Checking/Savings	<u>6,982,318.42</u>
Total Current Assets	6,982,318.42
TOTAL ASSETS	<u>6,982,318.42</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	6,212.88
Sales Tax Payable	60.00
Total Other Current Liabilities	<u>6,272.88</u>
Total Current Liabilities	<u>6,272.88</u>
Total Liabilities	6,272.88
Equity	
Retained Earnings	6,970,691.36
Net Income	5,354.18
Total Equity	<u>6,976,045.54</u>
TOTAL LIABILITIES & EQUITY	<u>6,982,318.42</u>

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

1:08 PM
11/09/22
Accrual Basis

Hardee County Industrial Development Authority
Profit & Loss by Class
October 1 through November 9, 2022

	Gen Economic Dev Fd	Workforce Dev Fund	TOTAL
Ordinary Income/Expense			
Income			
Interest Income	5,354.18	0.00	5,354.18
Total Income	5,354.18	0.00	5,354.18
Expense			
Capital Outlay			
Mancini	2,315,368.28	0.00	2,315,368.28
Total Capital Outlay	2,315,368.28	0.00	2,315,368.28
Grant Expenditures			
Administrative Funds			
Transfer Out- EDC	0.00	0.00	0.00
Total Administrative Funds	0.00	0.00	0.00
Hardee Co. Education Foundation	0.00	12,432.43	12,432.43
Total Grant Expenditures	0.00	12,432.43	12,432.43
Total Expense	2,315,368.28	12,432.43	2,327,800.71
Net Ordinary Income	-2,310,014.10	-12,432.43	-2,322,446.53
Net Income	-2,310,014.10	-12,432.43	-2,322,446.53

Attachment: Ona Mine Profit and Loss by Class (October 2022 EDC/IDA Financials)