



HARDEE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

Agenda

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

Regular Meeting

April 13, 2023 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 -March 2023 EDC/IDA Minutes

ACTION RECOMMENDED: Motion to approve the March 2023 EDC/IDA minutes as presented.

4. UPDATES

1. Justin Smith -Executive Report

5. AGENDA ITEMS

1. Justin Smith -Contract for Purchase of Real Property 943 S. 6th Ave, Wauchula

ACTION RECOMMENDED: Motion to approve the contract to purchase 943 S. 6th Avenue, Wauchula on the terms and conditions set forth in the Commercial Sale/Purchase Contract as presented, and to authorize the Chair or Vice Chair to sign the contract, deliver the contract to Seller, transfer the funds as set forth in the contract, and to sign documents necessary to effectuate the transaction.

2. Justin Smith -Resolution 2023-01: 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 at 943 S. 6th Ave, Wauchula, Hardee County, Florida.

ACTION RECOMMENDED: Motion to approve Resolution 2023-01 as read into the record.

3. Denise Grimsley -Interlocal Agreement By and Between The Wauchula Community Redevelopment Agency and The Hardee County Industrial Development Authority for US 17 Planning Initiative

ACTION RECOMMENDED: Motion to approve the Interlocal Agreement with the City of Wauchula CRA for the planning-based initiative regarding coordinated land use, transportation, and economic development strategies for HWY 17 corridor, including

the expenditure up to \$150,000 for the cost of the initiative, and authorize the Chair or Vice Chair to sign.

4. **Bert Harris -Settlement Agreement with Exhibits**

ACTION RECOMMENDED: Motion to approve the settlement documents as presented and authorize the Chair or Vice Chair to sign.

6. FINANCIAL REPORT

1. **Kristi Schierling -March 2023 EDC/IDA Financials**

ACTION RECOMMENDED: Motion to approve the March 2023 EDC/IDA financials as presented.

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

March 2023 EDC/IDA Minutes
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
March 2023



Minutes

Hardee County Economic Development Council
Hardee County Industrial Development Authority

Regular Meeting

March 9, 2023 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 Economic Development Council/Hardee County Industrial Development Authority

Minutes

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March 9, 2023

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	Absent	
Courtney Green	Board Member	Present	

Visiting: County Commissioner Renee Wyatt, Kyleigh Revell, Bruce Stayer, and Michael Kelly.

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

EDC/IDA Attorney: Shannon Nash

2. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented

A motion was made and seconded to approve the agenda as presented.

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

3. APPROVAL OF MINUTES

1. **Lee Mikell** -February 2023 Minutes

A motion was made and seconded to approve the minutes as presented.

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

4. AGENDA ITEMS

1. **Sarah Evers** -Landscape Contract for Award- Staff recommends Krause Grove Service, Inc

We received two bids. One was local and the other was from out of town. Both responses were comparable to each other. It was decided to choose Krause Services. They were the local bidder and were slightly lower in cost. This is a one year contract with 3 one year extensions. Staff recommends the award go to Krause Services.

A motion was made and seconded to accept the recommendation of staff and award the contract to Krause Services.

Attachment: March 2023 (March 2023 EDC/IDA Minutes)

Hardee County Economic Development Council/Hardee County Industrial Development Authority

Minutes

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March 9, 2023

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

2. Denise Grimsley -Funding of Economic Impact Study

Mrs. Grimsley reminded the board that in the August 2022 meeting, the County requested our board to fund the economic impact study by Hazen and Sawyer. This study will do a comprehensive assessment of the county's economy and look at the post mining scenario. We know that mining will end one day and we want to make every effort to have the county ready economically when that occurs. This study will compare our county to others our size without mining. Hazen and Sawyer are reviewing the studies our office has and we have been very involved in the process. They are also meeting with county staff and Mosaic. To date the county has paid \$14k. The total estimate of the study was \$139,000. It is the staffs recommendation to fund the balance of the Hardee County Economic and Land Use Study in the amount not to exceed \$130,000.

A motion was made and seconded to approve the funding for the Hardee County Economic and Land Use Study not to exceed \$130,000.

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

5. UPDATES

1. Justin Smith -Executive Report

Justin Smith reported on 126 W. Main. Construction is complete and we have the CO. Sarah Evers did note that during her walkthrough, there were some items that needed a touchup in the event anyone sees people in there doing work. R. Riveter units 2,3, and 4 will be completed by the end of the month. Unit 1, which is on the corner, will take a bit longer to complete. We can't paint until everything is completed. During the site meeting, the far west side will need to be stucco and the back too. The parking lot project will begin in April or May. The state has opened a new round of funding for broadband. We will have focus groups on broadband so we can learn the wants and needs from the community. The commerce park sign has been updated. We have rebranded it as a business park. Krystin Chapman provided an update on our education efforts and working with different education groups in the county such as The Donnie Canary Foundation.

6. FINANCIAL REPORT

1. Kristi Schierling -February 2023 EDC/IDA Financials

A motion was made and seconded to approve the February 2023 EDC/IDA financials as presented.

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

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

Executive Report
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Contract for Purchase of Real Property 943 S. 6th Ave, Wauchula
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
Commercial IDA pf Barwick - bowling alley 4-11-23

COMMERCIAL SALE/PURCHASE CONTRACT

(943 S 6th Avenue, Wauchula, Hardee County, Florida)

THIS COMMERCIAL LAND CONTRACT (the "Agreement") by and between **LARRY MICHAEL BARWICK**, (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 including commercial building 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").

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 **Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00)** ("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 Ten Thousand Dollars (\$10,000.00) (the "Earnest Money Deposit") with Kenneth B. Evers, P.A. as escrow agent (the "Escrow Agent") who will also serve as title agent and closing agent. 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 Fifteen Thousand Dollars (\$715,000.00) shall be paid to Seller at Closing in immediately available funds (e.g., 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 90 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, 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.

D. Purchaser's failure to comply with the notice requirement of Section 5.B. shall constitute acceptance of the Property in its present "as is" condition. Seller shall maintain the "as-is" condition of the Property through Closing. Purchaser may conduct a final walk-through inspection of the Property prior to Closing to determine compliance with Seller's "as-is" maintenance obligation.

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 twenty (20) 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 a 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 twenty (20) 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 within 30 days after expiration of the Inspection Period. Closing shall occur remotely, or such place as the parties may agree. 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 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 security deposits for such; 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;
 - (iii) Assignment or Assumption of applicable leases, if any; 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 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 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 undertaken by Purchaser.

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:

Larry M. Barwick
1675 Steve Roberts Special
Zolfo Springs, Florida 33890

with copy to:

Ken Evers
Kenneth B. Evers, P.A.
424 W Main Street
Wauchula, Florida 33873
863-773-5600
office@hardeelaw.com

If to Closing or Escrow Agent:

Ken Evers
Kenneth B. Evers, P.A.
424 W Main Street
Wauchula, Florida 33873
863-773-5600
office@hardeelaw.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.
Attn: Shannon L. Nash
425 South Commerce Avenue
Sebring, Florida 33870
Telephone: 863-385-1549
Facsimile: 863-471-0008
shannon@heartlandlaw.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

Attachment: Commercial IDA pf Barwick - bowling alley 4-11-23 (Contract for Purchase of Real Property 943 S. 6th Ave, Wauchula)

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(s) 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, Seller warrants that 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.

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 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 except for the following:

Seller's Cooperating Sales Associate / Broker: Charles N. Flesher, II
Matthew Christian Real Estate, LLC d/b/a
Home Town Realty Pros

Each party shall indemnify the other party against any claim of any broker claiming by, through, or under the indemnifying party that is not set forth above. 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:

LARRY MICHAEL BARWICK

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

Date of execution: _____, 2023

By: _____

Name: Lee Mikell

Its: Chair

Date of execution: _____, 2023

ATTEST:

Name: _____

Attachment: Commercial IDA of Barwick - bowling alley 4-11-23 (Contract for Purchase of Real Property 943 S. 6th Ave, Wauchula)

Exhibit A

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

943 S 6th Avenue, Wauchula, Florida 33873

Parcel ID 10-34-25-0000-02530-0000

Approx 1.65 acres



E ½ of the W ½ of the SE ¼ of the SW ¼ of Section 19, Township 34 South, Range 26 East, LESS the East 250 feet of the South 465 feet of the E ½ of the W 1/2 of the SE ¼ of the SW ¼, AND LESS 15 feet off South side for road right of way and LESS 10 feet off West side for Drainage Easement, Hardee County, Florida.

AND

Begin at the NW corner of the NW¼ of the SW 1/4 of Section 10, Township 34 South, Range 25 East; thence run East 50 feet to the East right of way line of US 17; thence run South along East boundary of said above U.S. 17 a distance of 303.42 feet to Point of Beginning; thence continue South along East right of way line of U.S. 17 a distance of 150.00 feet; thence East a distance of 480.15 feet to point in Westerly right of way line of A.C.L. Railroad; thence Northwesterly along above said right of way line 153.70 feet; thence West 448.77 feet to Point of Beginning, Section 10, Township 34 South, Range 25 East, Hardee County, Florida.

[END]

Exhibit A - Page 1 of 1

Attachment: Commercial IDA of Barwick - bowling alley 4-11-23 (Contract for Purchase of Real Property 943 S. 6th Ave, Wauchula)

Resolution 2023-01: 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 at 943 S. 6th Ave, Wauchula, Hardee County, Florida.

Appointment

From the ClearLine

Kristi Schierling, Office Manager

Attachments:

Resolution authorizing Barwick contract and closing

RESOLUTION NO. 2023-01

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 AT 943 S 6TH AVE., WAUCHULA, HARDEE COUNTY, FLORIDA.

WHEREAS, the Hardee County Industrial Development Authority (“IDA”) desires to purchase certain real property commonly known as 943 S 6th Avenue, Wauchula, Hardee County, Florida, as more specifically depicted or described in the Commercial Sale/Purchase Contract attached hereto as Exhibit “1” (the “Property”);

WHEREAS, the Property is located on U.S. Hwy 17, a main throughway in Hardee County; and

WHEREAS, the acquisition of the Property by the IDA will foster economic development in Hardee County through job creation and economic growth in the community due to the presence of a recreation facility.

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 Sale/Purchase 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 Sale/Purchase 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 Sale/Purchase 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 Sale/Purchase Contract.
- 5. This resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this 13th day of April, 2023 by the Hardee County Industrial Development Authority.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____
Lee Mikell, Chairman

ATTEST:
By: _____
Name: _____

Attachment: Resolution authorizing Barwick contract and closing (Resolution 2023-01)

Interlocal Agreement By and Between The Wauchula Community Redevelopment Agency and The Hardee County
Industrial Development Authority for US 17 Planning Initiative
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
CRA HWY 17 Interlocal agmt

**INTERLOCAL AGREEMENT BY AND BETWEEN THE
WAUCHULA COMMUNITY REDEVELOPMENT AGENCY AND
THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
FOR US 17 PLANNING INITIATIVE STUDY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the Hardee County Industrial Development Authority, a dependent special district created under the laws of the State of Florida (hereafter "IDA"), and the Wauchula Community Redevelopment Agency, a community redevelopment agency created under the laws of the State of Florida (hereafter "CRA").

RECITALS

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

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

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

4. The CRA adopted a Community Redevelopment Plan for the area within its CRA boundaries, which Plan identifies, among other goals, promoting economic development, adaptive reuse and redevelopment of buildings, providing incentives for single-family and multi-family housing, as well as affordable and workforce housing, improving traffic flow, evaluating the need for additional parking in the downtown area, exploring opportunities for multimodal services, safer travel ways for pedestrians and bicyclists, reduced heavy vehicle impacts, and increased traffic safety; and

5. Under section 163.340(9), Florida Statutes, "Community redevelopment" or "redevelopment" includes undertakings, activities, or projects of a municipality or community redevelopment agency in a community redevelopment area for, among other things, the elimination and prevention of the development or spread of slums and blight, the reduction or prevention of crime, and the provision of affidavit housing in accordance with a community redevelopment plan; and

6. Additionally, under section 163.340(10), Florida Statutes, "Community redevelopment area" includes an area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof; and

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

8. In order to foster the economic development of Hardee County, including areas of the City of Wauchula within the CRA's boundaries, the IDA and CRA, through coordinated public land use planning, desire to cooperate in the commission of a study regarding coordinated land use, transportation, and economic development strategies for the US 17 corridor in Hardee County (the "Study") pursuant to the terms and conditions set forth in this Interlocal Agreement.

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

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

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

SECTION 2. PURPOSE OF AGREEMENT. This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 2 of the Article VIII of the Constitution of the State of Florida, Chapter 166 and Section 163.01 of Florida Statutes. This Interlocal Agreement

is for the purpose of advancing and cooperatively developing essential public functions, to wit, a study initiative regarding coordinated land use, transportation, and economic development strategies for the US 17 corridor in Hardee County, including the entire CRA boundary along US 17, and shall be liberally construed to effect the purposes hereof.

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

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
107 EAST MAIN STREET
WAUCHULA, FL 33873
863-773-3030 PHONE; 863-773-4915 FAX
ATTENTION: PRESIDENT, THE DEVELOPMENT GROUP

WAUCHULA CRA
126 S. 7TH AVENUE
WAUCHULA, FL 33873
ATTENTION: JESSICA NEWMAN, DIRECTOR

Except as otherwise provided in this Agreement, any bill, statement, notice or other communication (each a "Notice") which either party may desire or be required to give to the other party, will be deemed sufficiently given or rendered if, in writing, delivered to the other party personally or sent by registered or certified mail, return receipt requested, or by guaranteed overnight courier, addressed to such party at its mailing address specified in Section 2. Notices will be deemed to have been given (a) on the date delivered, if delivered personally, (b) on the next Business Day after delivering the same to a guaranteed overnight courier for next day delivery or (c) 3 Business Days following the date mailed, if mailed as provided in this Section 12.

SECTION 4. TERM OF AGREEMENT; TERMINATION. The term of this Agreement shall commence upon the Effective Date of this agreement, and continue for a one year period, unless terminated earlier as hereinafter provided prior to that time. If either party commits a breach of this Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other party, the party giving notice may terminate this Agreement by written notice to the other party.

SECTION 5. THE STUDY. The CRA has identified and contracted with a Consultant that can perform a planning-based study to identify potential activity centers; opportunities to strengthen and revitalize neighborhoods, including housing options within the study corridor based on land use analysis; provide a framework economic development strategy; and evaluate traffic operations ("the

Attachment: CRA HWY 17 Interlocal agmt (Interlocal Agreement with Wauchula CRA)

Study”). An abstract of the Consultant’s services in reference to performance of the Study is attached hereto as Exhibit “A”. The IDA agrees to reimburse the CRA no less than \$144,400.00 for the cost of the Study as set forth in the Task Assignment attached hereto as Exhibit “B”. To ensure that costs are kept within the cost range set forth in Exhibit A, the parties agree that all meetings with the Consultant shall be coordinated through the CRA Director and that all communications with the Consultant shall be copied on the CRA Director. The IDA agrees to pay for one-half of the cost of the Study within 30 days of its receipt of the Consultant’s invoice showing that it has completed 50% of the work on the Study, and agrees to pay the balance of the cost of the Study within 30 days after its receipt of the Consultant’s completed Study. The IDA’s maximum total obligation shall not exceed \$150,000.00. IDA’s funding obligations are subject to the lawful appropriation of funds.

SECTION 6. INDEMNIFICATION

To the extent permitted by law, and subject to the limitations set forth in Section 768.28, Florida Statutes, each of the parties hereto (in such context, an “indemnifying party”) shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys’ fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Agreement.

SECTION 7. LEGAL REQUIREMENTS; CONTROLLING LAW. This Agreement is executed and entered into in Hardee County, Florida, and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

SECTION 8. RELATIONSHIP OF PARTIES. The parties will perform their respective obligations under this Agreement as independent contractors and not as agents, employees, partners, joint ventures, or representatives of the other party. No party can make representations or commitments that bind any other party.

SECTION 9. LIMITATION OF LIABILITY. In no event will any party be liable to any other party for any indirect, special, punitive, exemplary, incidental or consequential damages. This limitation will apply regardless of whether or not

the other party has been advised of the possibility of such damages. Nothing in this agreement shall be construed as a waiver of sovereign immunity.

SECTION 10. SEVERABILITY. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

SECTION 11. WAIVER. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

SECTION 12. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in establishing proof of this Agreement to produce or account for more than one such counterpart.

SECTION 13. MODIFICATION. This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized agent of IDA.

SECTION 14. ENTIRE AGREEMENT. This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

SECTION 15. EFFECTIVE DATE. This Agreement will take effect and become effective upon the last signature of parties hereinunder.

SECTION 16. OTHER.

16.1 Pursuant to Section 448.095, Florida Statutes, each party shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all contractors and sub-contractors to do the same. Either party who has a good faith belief that the other has knowingly violated Section 448.09(1), Florida Statutes, shall terminate this Agreement, which termination shall not be considered a breach of contract.

16.2 The parties acknowledge that all documents, including but not limited to, letters, memos, e-mails, plans, specifications, maps, evaluations, reports, and other records prepared or developed under this Agreement may be considered public records subject to disclosure to the public pursuant to Chapter 119, Florida Statutes. In the event either party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may provide the first party with seven days written notice of an intent to terminate this Agreement, during which period if the first party fails to allow access to such public records, the Agreement may be terminated by the other party.

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


HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a dependent special district

By: Lee Mikell, Chairperson

Date: _____

ATTEST: _____

Wauchula Community Redevelopment Agency


By: Jessica Newman, Director
Date: 4-11-23

ATTEST: 
Stephanie Camacho, CRA Clerk

APPROVED AS TO FORM & LEGALITY:


Kristie Hatcher-Bolin, CRA Attorney

Attachment: CRA HWY 17 Interlocal agmt (Interlocal Agreement with Wauchula CRA)



Abstract | US 17 Corridor: Wauchula Economic Development Initiative (“Initiative”)

The Hardee County Economic Development Corporation (EDC) and the City of Wauchula, seeks to create a coordinated land use, transportation, and economic development strategy for the US 17 corridor, roughly defined by SR 62 on the north and SR 64 on the south, with special consideration for the creation of livable neighborhoods, establishing a framework for economic development strategy, and controlling traffic flow through Wauchula.

PLAN OBJECTIVES

The Initiative will be planning-based process that blends a multidisciplinary analysis with a public planning process to:

- Identify potential activity centers, opportunities for neighborhood strengthening or revitalization, and housing options for a variety of income levels within the study corridor based on land use analysis
- Provide a framework economic development strategy based on local assets and an understanding of current market trends
- Evaluate traffic operations, including truck traffic through Wauchula, as a precursor to selecting local transportation projects for consideration for local, regional, and statewide funding

GENERAL NOTES

The following notes should be considered when reviewing the suggested scope of work and potential cost range.

- Should a more technical approach be desired, extensive engagement may not be necessary. The level of community and stakeholder engagement is one factor that will determine the cost of the planning process.
- Some level of transportation modeling (micro or macro) and analysis likely will be necessary. The level of modeling and related analysis is one factor that will determine the cost of the planning process.
- The planning process will review foundational plans and processes, including but not limited to the 2030 Hardee County Comprehensive Plan, 2010 Hardee County Visioning and the 2018 Wauchula CRA Master Plan Update; the EDC and City may recommend additional studies for review and consideration.
- The planning process is assumed to take approximately six to eight months.
- Kimley-Horn will utilize a series of Out-Reach and In-Reach (i.e., internal to the respective communities) to help develop the framework and guiding principles for the Initiative.
- The EDC may recommend a “steering committee” comprised of members of the EDC, County, City, and other targeted stakeholders to serve in an advisory and or guiding function.
- Based on the demographic characteristics of the community, the public outreach materials and deliverables will be presented in both English and Spanish.

SUGGESTED SCOPE OF WORK

The following phases have been designed to achieve the stated objectives by relying on a technical process supported by targeted community engagement.

PHASE 1 – Project Initiation

The initial phase will focus on laying the groundwork for a quick ramp up in production and smooth progress throughout the phases that follow.

Key Elements	Engagement Opportunities	Deliverables
<ul style="list-style-type: none"> Project Work Plan and Data Gathering Kickoff Meeting and Tour Project Branding 	<ul style="list-style-type: none"> Kickoff Meeting and Tour 	<ul style="list-style-type: none"> Project Work Plan (with Community Engagement Strategy) Data Needs Request Branding Guidelines

PHASE 2 – Corridor Inventory and Discovery

During Phase 2, we will document existing and future conditions that highlight gaps (or lack of coordination) among land use, transportation, and economics. The understanding of existing conditions and future trends will inform the selection of recommendations that address the corridor's needs. This phase also will determine specific context zones or segments for the full corridor. This phase concludes with a Foundations Report.

Key Elements	Engagement Opportunities	Deliverables
<ul style="list-style-type: none"> Existing Plans, Programs, and Policies Review Demographic Trends Review Land Use Assessment Market and Economic Development Analysis Neighborhood and Housing Assessment Transportation and Mobility Assessment Identification of Context Zones Streetscape Design Assessment Best Practices 	<ul style="list-style-type: none"> Advisory Committee Meeting Digital Communication 	<ul style="list-style-type: none"> Foundations Report

PHASE 3 – Visioning and Goal Setting

For the plan's outcomes to be defensible and implementable, residents, business owners, and other stakeholders who live, work, and play along the corridor need to join local staff and officials to establish a vision and set the stage for evaluating potential strategies. Stakeholders are expected to include, but not be limited to, builders, developers, architects, and real estate professionals, as well as local businesses, community advocates, and elected and appointed leadership. The intent is to make sure recommendations result from informed decisions and with confidence that they are the best short- and long-term strategies to address the corridor's unique issues.

This phase will conclude with a vision statement briefing that summarizes the process and outcomes of initial engagement activities and introduces the plan's vision, goals, and objectives.

Key Elements	Engagement Opportunities	Deliverables
<ul style="list-style-type: none"> Corridor Summit (meetings and workshops) Vision and Guiding Statements 	<ul style="list-style-type: none"> Advisory Committee Meeting Digital Survey Stakeholder and Focus Group Sessions Visioning Workshop Digital Communication 	<ul style="list-style-type: none"> Corridor Vision Statement

PHASE 4 – Corridor Concepts and Alternatives

The Corridor Plan offers an ideal forum to establish goals associated with land use, design, and economic development. It also offers an opportunity to emphasize integrated land use and transportation strategies that benefit broader community objectives, including economic development and neighborhood stabilization and revitalization. Plan development will use a performance-based planning approach that allows the goals and objectives formed early in the planning process to carry into strategy evaluation. The process will be designed to cultivate a sense of investment by the public in the decisions being made.

Key Elements	Engagement Opportunities	Deliverables
<p>Corridor Strategies</p> <ul style="list-style-type: none"> Land Use and Economic Development Transportation and Infrastructure Neighborhood Stabilization and Housing Design (Community and Corridor) <p>Corridor Improvement Plan</p> <ul style="list-style-type: none"> Strategy Board Prioritization Matrix Action Plan 	<ul style="list-style-type: none"> Advisory Committee Meeting Digital Communication 	<ul style="list-style-type: none"> Recommendations Package

PHASE 5 – Reporting and Adoption

The corridor strategies identified, tested, and recommended will be prioritized and communicated in a way that advances the desired vision and preferred outcomes. The Initiative will be designed for easy interpretation by the public, while also outlining the process by which staff and elected officials can effectively implement the Plan's recommendations and strategies.

Key Elements	Engagement Opportunities	Deliverables
<ul style="list-style-type: none"> • Strategy Refinement • Documentation • Adoption 	<ul style="list-style-type: none"> • Public Hearings/Presentations • Digital Communication 	<ul style="list-style-type: none"> • Report (Draft and Final) • Technical Data and Digital Files

POTENTIAL COST RANGE

This project will require a flexible framework that is nimble and can respond to shifting priorities during scoping and plan development. To prepare a project cost estimate at this stage requires assumptions on anticipated outreach events, analysis, deliverables, coordination, and local staff involvement. A detailed scope of services and cost estimate that aligns with the desired scope and does not exceed your available budget can be developed. The following fee breakdown represents a recommended budget.

	Cost Range
Phase 1 – Project Initiation	\$10,000 to \$15,000
Phase 2 – Corridor Inventory and Discovery	\$20,000 to \$30,000
Phase 3 – Visioning and Goal Setting	\$10,000 to \$20,000
Phase 4 – Corridor Concepts and Alternatives	\$35,000 to \$50,000
Phase 5 – Reporting and Adoption	\$25,000 to \$30,000
TOTAL	\$100,000 to \$145,000

Attachment: CRA HWY 17 Interlocal agmt (Interlocal Agreement with Wauchula CRA)

**TASK ASSIGNMENT 01 TO THE AGREEMENT BETWEEN
CITY OF WAUCHULA CRA AND KIMLEY-HORN AND ASSOCIATES, INC.**

TASK ASSIGNMENT 01 DATED March 7, 2023, to the agreement between City of Wauchula CRA, ("Client" or "City") and Kimley-Horn and Associates, Inc., ("Kimley-Horn" or "Consultant") dated May 11, 2020 ("the Agreement") concerning the update to the 2010 Community Redevelopment Agency (CRA) Master Plan (the "Project").

The Consultant has entered into the Agreement with the Client for furnishing of professional services, and the parties now desire to amend the Agreement. Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by the Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF WAUCHULA CRA

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: B. Kelley Klepper
B. Kelley Klepper, AICP

Title: Vice President

Date: March 7, 2023

Attachment: CRA HWY 17 Interlocal agmt (Interlocal Agreement with Wauchula CRA)

Project Understanding

The Wauchula CRA, City of Wauchula, and the Industrial Development Authority (IDA), desire to create a coordinated land use, transportation, and economic development strategy for the US 17 corridor, roughly defined by SR 62 on the north and SR 64 on the south, with special consideration for the creation of livable neighborhoods, establishing a framework for economic development strategy, and controlling traffic flow through Wauchula.

Scope of Services

PHASE 1 – PROJECT INITIATION AND ENGAGEMENT

Task 1.1 – Project Initiation

Task 1.1a – Project Work Plan

The Consultant will create a Project Work Plan that will include an overview of the planning process, engagement strategy, and milestone schedule. The Consultant will submit a digital draft to the Client and revise as needed.

Task 1.1b – Data Needs Request

The Consultant will submit a data needs request memorandum that lists technical data (e.g., GIS data) and applicable documents (e.g., previous plans, local ordinances, approved developments). The Client will be responsible for assembling and transmitting the data to the Consultant. The Client will provide the Consultant with requested municipal- or county-managed GIS data as available. The Consultant will obtain GIS data managed by FDOT, including traffic volumes, crash history, roadway characteristics, planned roadway improvements, elevations, and rail crossings. The Consultant will obtain other data including demographics, community attributes, and commute patterns from the American Community Survey.

Task 1.1c – Coordination

The Client will establish a Core Team as the day-to-day decision-making body. The Consultant will conduct a monthly coordination call with the Core Team under the assumption that the planning process will last eight months. The Consultant will provide conference call capabilities with the option to conduct web meetings. A summary of the call with an emphasis on action items will be emailed by the Consultant, as needed.

Task 1.2 – Engagement

Task 1.2a – Project Branding

The Consultant will develop a branding theme for the corridor study, which will include a project moniker, color scheme, and set of design templates such as headers/footers, mapping title blocks, and fonts. The Consultant will incorporate the brand into materials generated by the project team.

Task 1.2b – Kickoff Meeting and Corridor Tour

The Consultant will facilitate an in-person kickoff meeting for the project to review the project work plan and discuss previous planning efforts, data collection, and project goals and objectives. Following the meeting, the Consultant will conduct a corridor tour to view items addressed during the discussion. The Consultant will coordinate with the Client on the date and time for the meeting. Up to three Kimley-Horn employees will be present at the kickoff meeting and corridor tour.

Task 1.2b – Advisory Committee

The Client will identify members for a project Advisory Committee to guide the project and will invite them to be a part of the committee. The Consultant will prepare materials for and facilitate up to three (3) meetings with the Advisory Committee. The Consultant will coordinate with the Client on the date and time for the meetings. The Client will coordinate schedules with Advisory Committee members, distribute materials in advance of the meetings (if necessary), and reserve meeting spaces. The Consultant will prepare materials, facilitate the meetings, and summarize outcomes. Preliminary objectives of the Advisory Committee meetings will be included in the engagement strategy section of the Project Work Plan.

Task 1.2c – Online Survey

The Consultant will design and administer a single online survey. The Client will lead promotion of the survey. The release of the survey will be early in the process to better understand community priorities, as well as opportunities and challenges along the corridor. A print version of the survey will not be created. The Consultant will use a platform such as Survey Monkey to prepare and administer the survey. The survey will be provided in both English and Spanish.

Task 1.2d – Stakeholder and Focus Group Sessions

The Consultant will work with the City and Advisory Committee to identify individuals and small groups that should participate in targeted stakeholder outreach. The Consultant will meet with up to eight (8) groups, which should represent various interests within City government and external groups. The format will be determined in consultation with the Client once the groups are identified. The Consultant will coordinate with the Client on the date and time for the meetings. It is expected that the meetings will occur on a single day. The Client will reserve meeting space, send invitations to attendees, and provide refreshments (if necessary). The Consultant will prepare materials, facilitate the meetings, and summarize outcomes.

Task 1.2e – Community Visioning Workshop

The Consultant will facilitate a single community visioning workshop to obtain feedback on the establishment of a vision and accompanying guiding statements for the corridor. The Consultant will coordinate with the Client on the date and time of this event. The event will last no more than 90 minutes. Up to two (2) members of the Consultant team will attend the event. The Client will be responsible for reserving meeting space and advertising the meeting using materials developed by the Consultant. The Consultant will facilitate the community event and summarize the outcome. Materials for the Visioning Workshop will be prepared in both English and Spanish.

Task 1.2f – Digital Content

The Consultant will provide digital content to be included on the Client's existing website. Digital content may include a project FAQ, planning process timeline, survey advertisement, and other presentations or media developed as part of the planning process (i.e., presentations, reports, memorandums). As requested by the City of Wauchula, digital content will be prepared in both English and Spanish.

PHASE 2 – CORRIDOR INVENTORY AND DISCOVERY**Task 2.1: Existing Plans Review**

The Consultant will review up to five (5) existing plans and policies influencing growth, land use, transportation, housing, economic development, environment, and/or the provision of community services and facilities in Wauchula. The plans and policies will be selected in consultation with the Client no later than the first Advisory Committee meeting. Vision statements and goals from these plans will be documented to better understand how these plans relate to and inform the development of the corridor plan.

Task 2.2: Market Trends, Economic Development, and Housing

The Consultant will analyze demographic indicators for population (e.g., growth, minority status), housing and development (e.g., age of structure, sales, building permits, vulnerability), economy (e.g., employment status, income, and poverty status), and education (e.g., education attainment, school enrollment). Regional and national trends will be noted. The Consultant also will report on the Town's special housing needs by creating an obstacle matrix that highlights potential challenges to housing diversity (type and price point). The Consultant will report economic and market trends by analyzing baseline and historical conditions; the location, direction, and outcomes of investment decisions; and the use of real estate by various sectors of the local economy. Market trends will be presented as strengths, weaknesses, opportunities, and threats (SWOT).

Task 2.3 – Transportation and Infrastructure

The Consultant will document the corridor area, including corridor segments, major intersections/interchanges, freight movements, traffic volumes, access points/driveways, and bicycle, pedestrian, and transit conditions. This assessment will be based on readily available data (e.g., FDOT AADT, FDOT Pedestrian and Bicycle Infrastructure Network, etc.) to reflect the quantity and quality of the study area's existing transportation network and reasonable expectations for expansion. Consideration will be given to how transportation facilities serve neighboring land uses, advance economic development goals, and support public safety initiatives.

Task 2.4 – Neighborhoods and Land Use

The Consultant will provide a land use assessment as a series of maps that identify existing land use patterns and areas of opportunity along the corridor. The land use assessment will document existing land uses, future land uses, corridor design, development activity, and development status. Development status will be created based on a review of tax parcel data to show areas along the corridor that are developed, undeveloped, or underdeveloped. As part of this task, the Consultant will assess the health of residential neighborhoods along the corridor. Neighborhood health will include review of datasets pertaining to unit mix, tenure, housing age, price point, and turnover.

Task 2.5: Natural and Built Environment

The Consultant will report natural and built environment characteristics with maps and exhibits. The Consultant will use ArcGIS to map and analyze the corridor's physical features, including environmental areas, green infrastructure, bodies of water, wetlands and floodplains, parks (and associated facilities), places of worship, parks, cultural resources, medical facilities, historic districts and sites, land uses, and zoning. Community facilities—such as utilities; schools; libraries; government offices; and fire, police, and rescue—also will be documented. We also will assess the natural and built environment's contribution to community character and identify areas with mitigation considerations.

Task 2.6: Design

The Consultant will conduct a design assessment to evaluate and inventory design characteristics with consideration of public and private realms. This assessment will be a precursor to the design strategies developed in Task 4.2. The design assessment will consider features within the right-of-way as “corridor design” and outside the right-of-way as “community design.” The purpose of the design assessment will be to analyze existing corridor conditions in a way that identifies assets and opportunities.

Task 2.7: Foundations Report

The Consultant will create a Foundations Report that summarizes the information collected and synthesized in Phase 2. An electronic copy of the draft report will be submitted to the Client for review. The Client will coordinate

the review process with the Advisory Committee (if desired) and will provide one set of consolidated comments to the Consultant. The Consultant will revise the draft report one time based on the consolidated comments from the Client and provide a digital copy of the final document.

PHASE 3 – VISIONING AND GOAL SETTING

For the plan's outcomes to be defensible and implementable, residents, business owners, and other stakeholders who live, work, and play along the corridor need to join local staff and officials to establish a vision and set the stage for evaluating potential strategies. The intent is to make sure recommendations result from informed decisions and with confidence that they are the best short- and long-term strategies to address the corridor's unique issues. This phase will conclude with a vision statement briefing that summarizes the process and outcomes of initial engagement activities and introduces the plan's vision, goals, and objectives.

Task 3.1: Vision and Guiding Statements

The Consultant will work with the Advisory Committee to establish a vision statement supported by goals and objectives based on the understanding of existing conditions and the synthesis of community engagement activities, including Stakeholder Interviews, Focus Group meetings, and the Vision Workshop. The vision statement will be aspirational and intentionally broad and non-limiting. Short- and long-term goals and objectives (or policy statements) for specific plan elements will reinforce the vision and reflect challenges facing the corridor as well as opportunities and assets that can be leveraged.

Task 3.2: Policy Statements

The Consultant will collect potential policy options during Task 3 so that potential policies can guide the development of transportation, economic development, and land use considerations in Task 4. Potential policy options will be presented to the Advisory Committee, stakeholders, and the public for consideration as appropriate.

PHASE 4 – CORRIDOR CONCEPTS AND ALTERNATIVES

Task 4.1 – Transportation and Infrastructure Strategies

The Consultant will develop transportation strategies that respond to the corridor conditions documented in Task 2. Strategies considered will include connectivity, access management, corridor technology, and operations. Consideration also will be given to ways to improve freight movement and promote safety. The Consultant will consider opportunities and constraints associated with utility location (i.e., overhead or underground), corridor lighting, and streetscape.

Task 4.2 – Land Use and Design Strategies

The Consultant will consider the corridor vision, online survey results, and current inventory assessments to identify strategies for the corridor that promote the desired use, scale, and form of development along the corridor. The land use strategies will identify opportunity areas for growth and redevelopment. The land use strategy will include a stylized map and supporting narrative. The Consultant also will provide design strategies for future development (e.g., form, massing, connectivity, and integration) using best practices. Streetscape design best practices will be provided for wayfinding, branding, landscaping, lighting, and monumentation, as appropriate. This task will also provide strategies for neighborhood stabilization and improvement.

Design strategies will be organized into two groups: community design and corridor design. The Consultant will communicate community design strategies with consideration for how incremental changes to the built environment can contribute to broader goals associated with land use and transportation. The Consultant will describe

community design in physical terms that may include form, massing, connectivity, and integration. These descriptions will be supported with strategies such as regulatory tools, design guidelines, and policies.

The Consultant will communicate corridor design strategies with consideration for how the public realm can contribute to the community design strategies and influence positive mobility behaviors such as travel speeds, mode choice, and travel safety. The Consultant will describe corridor design through a combination of projects, design guidelines, and programs.

Task 4.3 – Economic Development Strategies

The Consultant will develop a set of market and economic development strategies based on the land use, transportation, and infrastructure strategies. The market strategies will define retail characteristics based on a high-level retail analysis and consideration of precedent analysis on evolving retail corridor revitalization strategies. Commercial corridor real estate market fundamentals will be assessed to understand the nature and level of activity for commercial office and retail space in the study areas. The resulting strategies will respond to adjacent community development patterns and their potential impact on the corridor.

Task 4.4 – Action Plan

The Consultant will create an action plan that communicates a tiered set of priority actions aimed at avoiding historic retail corridor development. The inventory will explain initiatives, programs, order of magnitude cost (when applicable), who is best positioned to lead, what partners need to be engaged, and potential funding sources. The Consultant will prioritize plans, programs, policies, and projects into implementation tiers for short- and intermediate-term opportunities (e.g., 5- to 10-year horizon) and longer-term strategic investments. As part of the action plan, the Consultant will work with the Client to identify potential funding strategies for high-priority initiatives. These strategies will consider opportunities for public/private partnerships and innovative financing, where applicable. The action plan will be designed to allow decision-makers to track progress and schedule future-year improvements.

PHASE 5 – REPORTING AND ADOPTION

Task 5.1 – Final Report

The Consultant will create a summary report to communicate the process and outcomes. The Consultant will provide an outline that describes the major elements, sections, and maps to be included in the draft report. An electronic copy of the draft report will be submitted to the Client for review. The Client will coordinate the review process and will provide one set of consolidated comments. The Consultant will revise the draft report based on the consolidated comments and provide a draft final version for review by the Client. Following a final revision based on a single set of consolidated comments, the Consultant will produce the final report and present the plan to the Commission. The Client will be responsible for printing, if desired.

Task 5.2 – Board and Commission Presentations

The Consultant will participate in up to two (2) presentations to boards and commissions. The Consultant will coordinate with the Client on the audience and timing of these presentations; however, it is assumed that one presentation will occur as a mid-progress update, and one will occur during the adoption process (i.e., public hearing). The Client will ensure the study appears on the agenda. The Consultant will prepare materials for the presentations. Additional presentations can be accommodated as additional services.

Task 5.3 – Technical Data and Digital Files

Following acceptance of the final report, the Consultant will compile technical data (e.g., spreadsheets and GIS map packages and geodatabase) and digital files (report, images, graphics, and maps) for delivery via USB or ShareFile.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional traffic analysis
- Land use ordinance and code writing
- Full roadway design services
- Roadway design
- Construction phase services
- Water and wastewater design
- Landscape planning
- Additional meetings not already identified in this scope of services
- Both parties must agree in writing prior to any additional services or work is begun.

Information to be provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by the Consultant during the project as outlined in the tasks described above in the Scope of Services.

Schedule

We will provide our services as expeditiously as practicable based upon a mutually agreed upon schedule. The eight (8) month production time described in this agreement is dependent upon the Client to ensure meeting availability and review/comments on the deliverables.

Fee and Expenses

Kimley-Horn will perform the Scope of Services in Tasks 1-5 for a lump sum fee of \$144,400, including expenses. All permitting, application, and similar project fees will be paid directly by the Client.

TASK DESCRIPTION	FEE
Phase 1 – Project Initiation and Engagement	\$36,400
Phase 2 – Corridor Inventory and Discovery	\$50,100
Phase 3 – Visioning and Goal Setting	\$8,800
Phase 4 – Corridor Concepts and Alternatives	\$27,400
Phase 5 – Reporting and Adoption	\$14,800
Expenses	\$6,900
TOTAL	\$144,400

Settlement Agreement with Exhibits
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:
AGT - Settlement Agreement with Exhibits

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between Henry Kuhlman (“Kuhlman”) and the Hardee County Industrial Development Authority (“IDA”) (Kuhlman and the IDA may be collectively referred to herein as the “Parties” and individually as “Party”).

WHEREAS Kuhlman filed suit against the IDA alleging violations of Florida Public Records Act, Chapter 119 of the Florida Statutes, in the matter styled Henry Kuhlman vs. Hardee County Industrial Development Authority, in the Circuit Court of Hardee County Florida, Case No. 2012-CA-590 (the “Litigation”).

WHEREAS the Parties desire to now settle the matter on the following terms and in accordance with the following representations.

TERMS

1. Henry Kuhlman. Kuhlman represents that at present he does not reside in Hardee County, Florida, and has no present specific intention to physically visit the IDA office. While there is no present specific intention to do so, Kuhlman retains the right to request public records from the Hardee County IDA in the future.

2. No Still Photography or Video Equipment. To the extent Kuhlman can obtain records electronically, this is his preference. If a visit to the IDA office is necessary, as deemed by Kuhlman, he agrees he will not take still photography or video while inside the IDA office. Kuhlman also agrees to leave his cell phone and any other device capable of taking still photography or video in his vehicle while inside the IDA office.

3. No Trespass Order. The IDA agrees to fully vacate the no-trespass order relating to Kuhlman’s ability to visit the IDA office (using the form attached as **Exhibit 1** and entitled “Trespass Vacated”). Upon the complete execution of this Agreement the IDA will give notice via transmission of **Exhibit 1** to the Hardee County Sheriff and the City of Wauchula police department, with a copy to Kuhlman and his attorneys. Notwithstanding vacating the no-trespass order, Petitioner Kuhlman understands that Hardee County officials reserve the right to seek a future and separate “no-trespass” order for any acts by Kuhlman that would legally justify such an order. Kuhlman reserves the right to challenge any such future order were it to be issued.

4. Attorneys’ Fees and Costs. IDA shall reimburse Kuhlman’s attorneys’ fees and costs incurred in the Litigation in the amount of \$235,000.00.

5. Dismissal. All Litigation between the Parties shall be dismissed with Prejudice by Joint Stipulation in the form Attached as **Exhibit 2**.

6. Mutual Release. Upon execution of this Agreement, each Party on behalf of itself, herself or himself and each of its, his or her respective affiliated organizations, entities, companies and any of their respective officers, representatives, agents, managers, managing members, trusts, estates, heirs, successors, employees, and attorneys (the “Releasing Persons”), hereby fully and

irrevocably mutually release, acquit and forever discharge, each other, from any and all liability, claims, or actions, of any kind, whether existing or contingent, known or unknown, suspected or unsuspected, including but not limited to those which are alleged in the Litigation or could have been or could ever be alleged in the Litigation, which any of the Releasing Persons had or may have had against any of the other Releasing Persons that have or may have accrued prior to the date of this Mutual Release except for any claims with respect to enforcement of this Agreement. This Mutual Release is intended by the Parties to be all-encompassing and to function as a full and total release of any claims, whether specifically enumerated herein or not, and whether alleged in the Litigation or not, that a Party may have or have had against another Party. Notwithstanding the Mutual Release herein, nothing in this Mutual Release shall be a waiver of claims that may arise after the final execution of this Agreement, including the right to enforce the terms of this Agreement. Releasing Persons include the Hardee County Economic Development Council.

8. Survival. The terms and conditions of this Agreement are intended to and shall survive its closing.

9. Closing. The payment required in Paragraph 4 above, and all executed documents shall be delivered to the IDA's attorney, Bert J. Harris, III and held in escrow. The IDA shall deliver all money required under Paragraph 4, above, within ten (10) business days of the Parties' full execution of the Agreement. Upon receipt of all money and documents, Attorney Harris shall file the Joint Stipulation for dismissal with the Court. Attorney Harris shall disburse the payment required under Paragraph 4, above, to counsel for Kuhlman, Thomas & LoCicero PL, within five (5) days of filing the Joint Stipulation of Dismissal by check made payable to Thomas & LoCicero PL - Trust Account.

10. Enforcement. In the event of any litigation between the Parties arising from or relating to the enforcement or interpretation of this Agreement, the prevailing Party is entitled to recover all reasonable costs and reasonable expenses, which shall include reasonable attorneys' fees incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, against the non-prevailing Party. In any such award of reasonable costs and reasonable expenses, the prevailing Party shall also be entitled to recover reasonable "fees on fees" from the non-prevailing party, meaning those reasonable costs and reasonable expenses, including reasonable attorney's fees, which are required to determine the amount of reasonable costs and reasonable expenses to be awarded.

11. Binding Nature of Agreement. This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, assigns and successors and shall inure to the benefit of each Party and their respective heirs, administrators, representatives, executors, successors, and assigns. The obligations of each Party herein are independent, separate and binding covenants; any claims of breach by a Party will not relieve the other Party of any obligations or performance hereunder.

12. Governing Law and Jurisdiction. This Agreement shall be deemed to be made and entered into in the State of Florida, and shall, in all respects be interpreted, enforced and governed under the laws of Florida. The Parties agree that any litigation arising out of or related to this Agreement shall lie in the state or federal court located in Hardee County, Florida.

13. **Interpretation.** This Agreement has been negotiated by and among the Parties and shall not be construed against any Party as the “drafter” of the Agreement.

14. **Modification of Agreement.** This Agreement may not be amended, revoked, changed, or modified in any manner, except upon a written agreement executed by the Parties.

15. **Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the Party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

16. **Entire Agreement.** This Agreement sets forth the entire Agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof; there are no warranties, representations or other agreements between the Parties except as expressly set forth herein.

17. **Headings and Grammar.** The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.

18. **Signatures in Counterpart.** This Agreement may be executed in counterparts, each of which shall be taken to be one and the same instrument, as if all Parties had executed the same signature page. A fax or scanned e-mail copy of any Party’s signature shall be deemed as legally binding as an original signature.

19. **Authority.** Each Party represents and warrants that (a) it has full legal right, power, authority and approval required to execute and deliver this Agreement and to perform the obligations under this Agreement, (b) this Agreement has been duly executed by such Party, (c) this Agreement is valid, binding and enforceable against such Party in accordance with its terms, and (e) the execution, delivery and performance of this Agreement (i) will not violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against or binding upon such Party, and (ii) will not violate or conflict with any provision of any other contract or agreement of such Party.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be fully executed, as of the date written below their respective signatures below

Witnesses as to Kuhlman:

PETITIONER:

Printed Name: _____

Henry Kuhlman
Date: _____

Printed Name: _____

Attachment: AGT - Settlement Agreement with Exhibits (Settlement Agreement with Exhibits)

Witnesses as to Caramanica:

Printed Name: _____

Printed Name: _____

Mark R. Caramanica
Thomas & Locicero PL
Attorneys for Petitioner
Florida Bar Number 110581
601 South Boulevard
Tampa, Florida 33606
DATE: _____

RESPONDENT:

HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY,

Witnesses as to Hardee IDA:

Printed Name: _____

Printed Name: _____

By: _____
Title: _____
DATE: _____

Witnesses as to Harris:

Printed Name: _____

Printed Name: _____

Bert J. Harris, III
Swaine, Harris & Wohl, PA
Attorneys for Respondent
Florida Bar Number 278629
401 Dal Hall Boulevard
Lake Placid, Florida 33852
Date: _____

Attachment: AGT - Settlement Agreement with Exhibits (Settlement Agreement with Exhibits)

EXHIBIT 1
TERMINATION OF BAR AND TRESPASS

The Hardee County Industrial Development Authority and the Hardee County Economic Development Council hereby withdraw and terminate the "BARRING FORM" in Case Number 312013003400, dated 6/3/13, which barred Henry Kuhlman from returning to 107 West Main Street, Wauchula, Florida. A copy of the Barring Form is attached as Exhibit A and hereby incorporated.

Notwithstanding the foregoing, Henry Kuhlman understands that the Hardee County Industrial Development Authority and the Hardee County Economic Development Council reserve the right to seek a future and separate "no-trespass" order for any acts by Henry Kuhlman that would legally justify such an order. Kuhlman reserves the right to challenge any such future order were it to be issued.

Witnesses as to Kuhlman:

Printed Name: _____

Henry Kuhlman
Date: _____

Printed Name: _____

Witnesses as to Hardee IDA:

HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY,

Printed Name: _____

By: _____
Title: _____
DATE: _____

Printed Name: _____

Attachment: AGT - Settlement Agreement with Exhibits (Settlement Agreement with Exhibits)

Witnesses as to Hardee EDC:

HARDEE COUNTY ECONOMIC
DEVELOPMENT COUNCIL

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

DATE: _____

Copies to:

City of Wauchula Police Department
128 S. 7th Avenue
Wauchula, FL 33873

Hardee County Sheriff's Office
900 East Summit Street
Wauchula, FL 33873

Attachment: AGT - Settlement Agreement with Exhibits (Settlement Agreement with Exhibits)

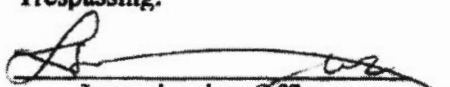
Wauchula Police Department Chief John M. Eason

Barring Form

Case #: 312013003400

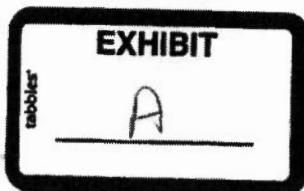
Establishment:	<u>Economic Development Office</u>	Date/Time:	<u>6/3/13 - 1550</u>
Complainant:	<u>Bill Lambert</u>	Officer:	<u>Lt. Whatley</u>

I, Bill Lambert, proprietor, manager, employee, or resident of Economic Development Office located at 107 W Main St, advise that Henry Khulman is Barred / Trespassed from returning to the above mentioned establishment or residence for a period of Indefinite. Henry Khulman has been advised that if He / She returns before the expiration of this Barring / Trespassing form, He / She will be subject to arrest for Trespassing charges. I, Bill Lambert, agree that if the barred person is allowed to return before the expiration of this form, I will contact the Wauchula Police Department and void this form and the person will not be charged with Trespassing.


Investigating Officer


Complainant

Barred / Trespassed Suspect			
Name:	<u>Khulman, Henry J</u>	Date of Birth:	<u>07-24-1948</u>
Height:	<u>508</u>	Weight:	<u>160</u>
		Hair:	<u>Gry</u>
		Eyes:	<u>Grn</u>
Address:	<u>5186 Ollie Roberts Rd</u>	City:	<u>Bowling Green</u>
		State:	<u>FL</u>
		Zip:	<u>33834</u>
DL #:	<u>K455390482640</u>	SSAN:	
		Phone#:	<u>(305)335-8880</u>



Revised (06/23/2011)

Attachment: AGT - Settlement Agreement with Exhibits (Settlement Agreement with Exhibits)

EXHIBIT 2**IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR HARDEE COUNTY, FLORIDA**

HENRY KUHLMAN,

Petitioner,

Case No.: 2012-CA-0590

vs.

HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY,

Respondent,

and

CONTINUUM LABS, INC., n/k/a CARESYNC, INC.,

Respondent Intervenor.

STIPULATION FOR VOLUNTARY DISMISSAL WITH PREJUDICE

Pursuant to Florida Rule of Civil Procedure 1.420(a)(1) and the Settlement Agreement between the parties, Petitioner HENRY KUHLMAN and Respondent HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, by and through their undersigned counsel, hereby dismiss all claims in this action, with prejudice.

RESPECTFULLY SUBMITTED this ____ day of April 2023.

Mark R. Caramanica
Thomas & LoCicero PL
Attorneys for Petitioner
Florida Bar Number 110581
601 South Boulevard
Tampa, Florida 33606

Bert J. Harris, III
Swaine, Harris & Wohl, PA
Attorneys for Respondent
Florida Bar Number 278629
401 Dal Hall Boulevard
Lake Placid, Florida 33852

March 2023 EDC/IDA Financials
Appointment
From the ClearLine
Kristi Schierling, Office Manager

Attachments:

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

8:04 AM
04/11/23
Cash Basis

Hardee County Economic Development
Balance Sheet
As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Wauchula State Bank	194,694.53
Total Checking/Savings	194,694.53
Total Current Assets	194,694.53
Fixed Assets	
Accum. Depreciation	-11,409.75
Office Equipment	36,707.54
Total Fixed Assets	25,297.79
TOTAL ASSETS	219,992.32
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 - Accounts payable	6,013.73
Total Accounts Payable	6,013.73
Total Current Liabilities	6,013.73
Total Liabilities	6,013.73
Equity	
3010 - Unrestrict (retained earnings)	144,316.53
Net Income	69,662.06
Total Equity	213,978.59
TOTAL LIABILITIES & EQUITY	219,992.32

Attachment: EDC Balance Sheet (March 2023 EDC/IDA Financials)

8:05 AM
04/11/23
Cash Basis

Hardee County Economic Development
Profit & Loss
March 2023

	Mar 23
Ordinary Income/Expense	
Income	
Reimbursements	12.42
Total Income	12.42
Expense	
Marketing	7,969.69
023-0 · Life/Health Insurance	7,695.89
025-0 · Payroll Expenses	39,380.35
031-0 · Professional Services	1,367.50
040-0 · Travel	323.27
043-0 · Utilities	784.35
044-0 · Rentals/Leases	2,297.32
048-0 · Promotional	292.79
051-0 · Office Supplies	684.58
052-0 · Operating Supplies	263.60
054-0 · Books, Dues, & Subscriptions	6,256.88
8500 · Misc expenses	12.47
Total Expense	67,328.69
Net Ordinary Income	-67,316.27
Net Income	-67,316.27

Attachment: EDC Profit and Loss (March 2023 EDC/IDA Financials)

8:07 AM

Hardee County Industrial Development Authority

Balance Sheet

As of March 31, 2023

04/11/23

Accrual Basis

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	2,361,069.99
101013 · WSB Mosaic CD	6,131,700.17
101014 · WSB Mosaic Checking	12,451,855.31
Total Checking/Savings	20,944,625.47
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	53,876.39
Total Accounts Receivable	53,876.39
Other Current Assets	
133016 · R. Riverter LOC	142,287.06
Total Other Current Assets	142,287.06
Total Current Assets	21,140,788.92
Fixed Assets	
Land Available for Sale	
161908 · Original Purchase Hwy 62 Pro...	887,943.00
161909 · Original Purchase Park Impro...	16,911.87
161910 · Terrell Property	1,141,500.00
161911 · Original Purchase less props...	-852,300.81
161912 · Contribution of Lot 13B/improv	90,621.74
161913 · Fair value writedown - FYE 20...	-526,600.00
161914 · Fair Value writedown - FYE 20...	-225,000.00
Total Land Available for Sale	533,075.80
Total Fixed Assets	533,075.80
Other Assets	
Due From Other Funds	
140001 · Due from GF	687,581.49
240000 · Due to SR	-687,581.49
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	113,778.50
133111 · Due from State of Florida	0.42
Total Due From Other Governments	113,778.92
Total Other Assets	113,778.92
TOTAL ASSETS	21,787,643.64
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	14,512.95
220012 · Riveter Security Deposit	1,250.00
Total Other Current Liabilities	15,762.95
Total Current Liabilities	15,762.95
Total Liabilities	15,762.95
Equity	
Fund Balance	
3000 · Nonspendable	615,385.83
3001 · Restricted for Economic Dev Proj	14,383,272.88
3003 · Unassigned	1,913,356.04

Attachment: IDA Balance Sheet (March 2023 EDC/IDA Financials)

8:07 AM

Hardee County Industrial Development Authority

04/11/23

Balance Sheet

Accrual Basis

As of March 31, 2023

	<u>Mar 31, 23</u>
Total Fund Balance	16,912,014.75
32000 - Unrestricted Net Assets	714,919.13
Net Income	4,144,946.81
Total Equity	<u>21,771,880.69</u>
TOTAL LIABILITIES & EQUITY	<u>21,787,643.64</u>

8:08 AM

Hardee County Industrial Development Authority

Profit & Loss

March 2023

04/11/23

Accrual Basis

	<u>Mar 23</u>
Ordinary Income/Expense	
Income	
337500 · EDA Proceeds Gen FD	47,281.50
361100 · Interest Income gen fd	2,050.16
361101 · Interest income Mosaic accts	6,413.11
362001 · Rental Income	81,808.19
369905 · Mosaic Grant Revenue	<u>5,528,928.88</u>
Total Income	5,666,481.84
Expense	
5193100 · Professional Fees Legal	4,310.36
5193103 · Professional fees appraisals	4,250.00
5193105 · Professional Fees	1,100.00
519320 · Accounting and audit	12,364.50
5193400 · Landscaping and Grounds	2,150.00
5194301 · Utilities	3,068.38
519450 · Insurance Expense	37,148.35
519460 · Repairs and Maintenance GF	3,572.55
5194601 · Repairs and Maintenance	3,121.83
5194920 · Permit Fees Gen Fd	117.60
5194921 · Permit Fees Mosaic	116.80
519840 · Grant expenses	37,392.50
6000 · Capital Outlay	<u>75,236.41</u>
Total Expense	183,949.28
Net Ordinary Income	5,482,532.56
Other Income/Expense	
Other Income	
Sales Tax Collection Allowance	<u>86.79</u>
Total Other Income	86.79
Net Other Income	86.79
Net Income	<u><u>5,482,619.35</u></u>

Attachment: IDA Profit and Loss (March 2023 EDC/IDA Financials)

8:08 AM

Hardee County Industrial Development Authority Profit & Loss by Class March 2023

04/11/23

Accrual Basis

	126 W. Main Overhead (General Fund)	Utilities Study- EDA Grant (General Fund)	Spec Building 9 EDA Grant (General Fund)	Administrative (General Fund)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	44,481.50	2,800.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest Income Mosaic ac...	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	0.00	44,481.50	2,800.00	0.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	4,310.36
5193103 · Professional fees apprai...	0.00	0.00	0.00	0.00
5193105 · Professional Fees	0.00	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00	12,364.50
5193400 · Landscaping and Grounds	0.00	0.00	0.00	0.00
5194301 · Utilities	199.77	0.00	0.00	0.00
519450 · Insurance Expense	6,246.25	0.00	0.00	0.00
519460 · Repairs and Maintenance ...	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5194920 · Permit Fees Gen Fd	0.00	0.00	0.00	0.00
5194921 · Permit Fees Mosaic	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	30,392.50	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	0.00
Total Expense	6,446.02	30,392.50	0.00	16,674.86
Net Ordinary Income	-6,446.02	14,089.00	2,800.00	-16,674.86
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00
Net Income	-6,446.02	14,089.00	2,800.00	-16,674.86

Attachment: IDA Profit and Loss by Class (March 2023 EDC/IDA Financials)

8:08 AM

**Hardee County Industrial Development Authority
Profit & Loss by Class
March 2023**

04/11/23

Accrual Basis

	Fla Hospital Overhead (General Fund)	Incubator Overhead (General Fund)	Mancini Overhead (General Fund)	Property Management (General Fund)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic ac...	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	4,266.00	26,075.00	2,236.99
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	0.00	4,266.00	26,075.00	2,236.99
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193103 · Professional fees apprai...	0.00	0.00	0.00	0.00
5193105 · Professional Fees	0.00	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	800.00	150.00	0.00	600.00
5194301 · Utilities	1,139.18	893.67	0.00	615.41
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance ...	0.00	3,572.55	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5194920 · Permit Fees Gen Fd	0.00	0.00	0.00	117.60
5194921 · Permit Fees Mosaic	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	3,975.00
Total Expense	1,939.18	4,616.22	0.00	5,308.01
Net Ordinary Income	-1,939.18	-350.22	26,075.00	-3,071.02
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	0.00	0.00	1.00
Total Other Income	0.00	0.00	0.00	1.00
Net Other Income	0.00	0.00	0.00	1.00
Net Income	-1,939.18	-350.22	26,075.00	-3,070.02

Attachment: IDA Profit and Loss by Class (March 2023 EDC/IDA Financials)

8:08 AM

**Hardee County Industrial Development Authority
Profit & Loss by Class
March 2023**

04/11/23

Accrual Basis

	Spec Bldg 1&3 Florikan Re... (General Fund)	Spec Building 4 (Kinbro) (General Fund)	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic ac...	0.00	0.00	0.00	0.00
362001 · Rental Income	10,872.46	6,000.00	13,241.75	3,750.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	10,872.46	6,000.00	13,241.75	3,750.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193103 · Professional fees apprai...	0.00	0.00	0.00	0.00
5193105 · Professional Fees	0.00	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00	220.35
519450 · Insurance Expense	28,234.25	0.00	0.00	0.00
519460 · Repairs and Maintenance ...	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5194920 · Permit Fees Gen Fd	0.00	0.00	0.00	0.00
5194921 · Permit Fees Mosaic	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	0.00
Total Expense	28,234.25	0.00	0.00	220.35
Net Ordinary Income	-17,361.79	6,000.00	13,241.75	3,529.65
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	17.67	0.00	21.52	6.09
Total Other Income	17.67	0.00	21.52	6.09
Net Other Income	17.67	0.00	21.52	6.09
Net Income	-17,344.12	6,000.00	13,263.27	3,535.74

Attachment: IDA Profit and Loss by Class (March 2023 EDC/IDA Financials)

8:08 AM

**Hardee County Industrial Development Authority
Profit & Loss by Class
March 2023**

04/11/23

Accrual Basis

	Spec Bldg 10 (Pacer) (General Fund)	Winn Dixie Property - GF (General Fund)	General Fund - Other (General Fund)	Total General Fund
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	47,281.50
361100 · Interest Income gen fd	0.00	0.00	2,050.16	2,050.16
361101 · Interest income Mosaic ac...	0.00	0.00	0.00	0.00
362001 · Rental Income	7,365.99	8,000.00	0.00	81,808.19
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	7,365.99	8,000.00	2,050.16	131,139.85
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	4,310.36
5193103 · Professional fees apprai...	0.00	0.00	4,250.00	4,250.00
5193105 · Professional Fees	0.00	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00	12,364.50
5193400 · Landscaping and Grounds	0.00	600.00	0.00	2,150.00
5194301 · Utilities	0.00	0.00	0.00	3,068.38
519450 · Insurance Expense	0.00	0.00	0.00	34,480.50
519460 · Repairs and Maintenance ...	0.00	0.00	0.00	3,572.55
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5194920 · Permit Fees Gen Fd	0.00	0.00	0.00	117.60
5194921 · Permit Fees Mosaic	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	30,392.50
6000 · Capital Outlay	0.00	0.00	3,401.44	7,376.44
Total Expense	0.00	600.00	7,651.44	102,082.83
Net Ordinary Income	7,365.99	7,400.00	-5,601.28	29,057.02
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	11.97	28.54	0.00	86.79
Total Other Income	11.97	28.54	0.00	86.79
Net Other Income	11.97	28.54	0.00	86.79
Net Income	7,377.96	7,428.54	-5,601.28	29,143.81

Attachment: IDA Profit and Loss by Class (March 2023 EDC/IDA Financials)

8:08 AM

Hardee County Industrial Development Authority Profit & Loss by Class March 2023

04/11/23

Accrual Basis

	Spec Bldg 12- Lot 2 (Special Revenue)	Ag Test Plot (Special Revenue)	IDA Marketing Program (Special Revenue)	Spec Building 8- Riveter (Special Revenue)
Ordinary Income/Expense				
Income				
337500 · EDA Proceeds Gen FD	0.00	0.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest Income Mosaic ac...	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
369905 · Mosaic Grant Revenue	0.00	0.00	0.00	0.00
Total Income	0.00	0.00	0.00	0.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193103 · Professional fees apprai...	0.00	0.00	0.00	0.00
5193105 · Professional Fees	1,100.00	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	0.00	0.00	0.00
519450 · Insurance Expense	0.00	2,667.85	0.00	0.00
519460 · Repairs and Maintenance ...	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	3,121.83	0.00	0.00
5194920 · Permit Fees Gen Fd	0.00	0.00	0.00	0.00
5194921 · Permit Fees Mosaic	0.00	0.00	0.00	116.80
519840 · Grant expenses	0.00	0.00	7,000.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	67,859.97
Total Expense	1,100.00	5,789.68	7,000.00	67,976.77
Net Ordinary Income	-1,100.00	-5,789.68	-7,000.00	-67,976.77
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00
Net Income	-1,100.00	-5,789.68	-7,000.00	-67,976.77

Attachment: IDA Profit and Loss by Class (March 2023 EDC/IDA Financials)

8:08 AM

**Hardee County Industrial Development Authority
Profit & Loss by Class
March 2023**

04/11/23

Accrual Basis

	Special Revenue - Other (Special Revenue)	Total Special Revenue	TOTAL
Ordinary Income/Expense			
Income			
337500 · EDA Proceeds Gen FD	0.00	0.00	47,281.50
361100 · Interest Income gen fd	0.00	0.00	2,050.16
361101 · Interest Income Mosaic ac...	6,413.11	6,413.11	6,413.11
362001 · Rental Income	0.00	0.00	81,808.19
369905 · Mosaic Grant Revenue	5,528,928.88	5,528,928.88	5,528,928.88
Total Income	5,535,341.99	5,535,341.99	5,666,481.84
Expense			
5193100 · Professional Fees Legal	0.00	0.00	4,310.36
5193103 · Professional fees apprai...	0.00	0.00	4,250.00
5193105 · Professional Fees	0.00	1,100.00	1,100.00
519320 · Accounting and audit	0.00	0.00	12,364.50
5193400 · Landscaping and Grounds	0.00	0.00	2,150.00
5194301 · Utilities	0.00	0.00	3,068.38
519450 · Insurance Expense	0.00	2,667.85	37,148.35
519460 · Repairs and Maintenance ...	0.00	0.00	3,572.55
5194601 · Repairs and Maintenance	0.00	3,121.83	3,121.83
5194920 · Permit Fees Gen Fd	0.00	0.00	117.60
5194921 · Permit Fees Mosaic	0.00	116.80	116.80
519840 · Grant expenses	0.00	7,000.00	37,392.50
6000 · Capital Outlay	0.00	67,859.97	75,236.41
Total Expense	0.00	81,866.45	183,949.28
Net Ordinary Income	5,535,341.99	5,453,475.54	5,482,532.56
Other Income/Expense			
Other Income			
Sales Tax Collection Allowance	0.00	0.00	86.79
Total Other Income	0.00	0.00	86.79
Net Other Income	0.00	0.00	86.79
Net Income	5,535,341.99	5,453,475.54	5,482,619.35

Attachment: IDA Profit and Loss by Class (March 2023 EDC/IDA Financials)

8:10 AM

Hardee County Industrial Development Authority

Balance Sheet

As of March 31, 2023

04/11/23

Accrual Basis

	<u>Mar 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	4,530,368.17
Total Checking/Savings	4,530,368.17
Other Current Assets	
Rent receivable	279,954.60
Total Other Current Assets	279,954.60
Total Current Assets	4,810,322.77
TOTAL ASSETS	<u>4,810,322.77</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	20,545.53
Deferred Inflow	205,990.71
Sales Tax Payable	1,523.65
Total Other Current Liabilities	228,059.89
Total Current Liabilities	228,059.89
Total Liabilities	228,059.89
Equity	
Retained Earnings	7,030,382.60
Net Income	-2,448,119.72
Total Equity	4,582,262.88
TOTAL LIABILITIES & EQUITY	<u>4,810,322.77</u>

Attachment: Ona Mine Balance Sheet (March 2023 EDC/IDA Financials)

8:11 AM

Hardee County Industrial Development Authority

Profit & Loss

04/11/23

March 2023

Accrual Basis

	<u>Mar 23</u>
Ordinary Income/Expense	
Income	
Interest Income	3,861.95
Total Income	3,861.95
Expense	
Grant Expenditures	
Hardee Co. Education Foundat...	18,842.79
Total Grant Expenditures	18,842.79
Total Expense	18,842.79
Net Ordinary Income	-14,980.84
Net Income	<u>-14,980.84</u>

Attachment: Ona Mine Profit and Loss (March 2023 EDC/IDA Financials)

8:11 AM

Hardee County Industrial Development Authority

Profit & Loss by Class

04/11/23

March 2023

Accrual Basis

	Gen Economic Dev ...	TOTAL
Ordinary Income/Expense		
Income		
Interest Income	3,861.95	3,861.95
Total Income	3,861.95	3,861.95
Expense		
Grant Expenditures		
Hardee Co. Education Foundat...	18,842.79	18,842.79
Total Grant Expenditures	18,842.79	18,842.79
Total Expense	18,842.79	18,842.79
Net Ordinary Income	-14,980.84	-14,980.84
Net Income	-14,980.84	-14,980.84

Attachment: Ona Mine Profit and Loss by Class (March 2023 EDC/IDA Financials)