



**HARDEE COUNTY**  
ECONOMIC DEVELOPMENT COUNCIL

## **Agenda**

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

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### **Regular Meeting**

**January 12, 2023 at 8:30 AM**

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

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### **Board Members**

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



**HARDEE COUNTY**  
INDUSTRIAL DEVELOPMENT AUTHORITY

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**1. CALL TO ORDER**

**2. APPROVAL OF AGENDA**

**PLEASE TURN OFF CELL PHONES**

**3. APPROVAL OF MINUTES**

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

**ACTION RECOMMENDED:** Motion to approve the November 2022 EDC/IDA minutes as presented.

**4. AGENDA ITEMS**

**1. Justin Smith -R. Riveter Lease and Option to Purchase**

**ACTION RECOMMENDED:** Motion to approve R. Riveter Lease and R. Riveter Option to Purchase

**2. Justin Smith -RFP for Lawn and Landscape Maintenance**

**ACTION RECOMMENDED:** Motion to approve RFP for Lawn and Landscape Maintenance.

Motion to appoint selection committee

**5. UPDATES**

**1. Justin Smith -Executive Report**

**6. FINANCIALS**

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

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

**2. Kristi Schierling -December 2022 EDC/IDA Financials**

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

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

**8. ADJOURNMENT**

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

Attachments:  
November 2022



# Minutes

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

## Regular Meeting

**November 15, 2022 at 8:30 AM**

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

### Board Members

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



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

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

## Minutes

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November 15, 2022

### 1. CALL TO ORDER

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

**Visiting:** John Davis, County Commissioner Noey Flores, Sharon Moye, Ronald Moye, Bruce Stayer, Steven Southwell, Angela Crist, Trent Green, Elizabeth Strom and Michael Kelly.

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

**EDC/IDA Attorney:** Shannon Nash

### 2. APPROVAL OF AGENDA

- Motion to approve the agenda as presented.

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

### 3. APPROVAL OF MINUTES

- Lee Mikell** -October 2022 EDC/IDA Minutes

Motion was made and seconded to approve the October 2022 EDC/IDA minutes as presented.

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

### 4. AGENDA ITEMS

- Shannon Nash** -Election of Chair

Attorney Nash opened the floor for Chair nominations. Calli Ward nominated Lee Mikell for Chair. There were no other nominations. A motion was made and seconded for Lee Mikell to serve as Chair. A roll call vote was had.

Lee Mikell- Yes  
 Barney Cherry- Yes  
 Calli Ward- Yes  
 Courtney Green- Yes  
 Gene Davis- Yes

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

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

Attorney Nash opened the floor for Vice Chair nominations. Calli Ward nominated Barney Cherry. There were no other nominations. A motion was made and seconded for Barney Cherry to serve as Vice Chair. A roll call vote was had.

Lee Mikell- Yes

Barney Cherry- Yes

Calli Ward- Yes

Gene Davis- Yes

Courtney Green- Yes

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

**3. Justin Smith -Meeting Schedule 2023**

Justin Smith suggested we move our board meetings from the second Tuesday to the second Thursday of each month starting with the January 2023 meeting. This would allow staff to have more time to prepare and meet with board members before the board meetings. We will not have a meeting in December. The January meeting will be January 12, 2023.

A motion was made and seconded to approve the new meeting schedule.

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

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

Angela Crist, Dr. Elizabeth Strom, and Trent Green presented the housing study to the board today.

A motion was made and seconded to accept the USF-FIOG study as presented.

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

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

Sarah Evers reviewed with the board the utilities feasibility study contract and the first change order. This change order is for increasing the cost of the study. This amount does not exceed the EDA awarded amount. Sarah Evers did take the change order to the EDA board and they approved the change order.

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A motion was made and seconded to approve change order #2 with Stantec Consulting Services and authorize the chair or vice chair to sign.

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

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

Justin Smith briefly explained the contract for purchase. This is for 23.8 acres and a 15,000 sq/ft warehouse. The purchase price is \$800,000. Any environmental studies will be completed during the due diligence phase.

A motion was made and seconded to the purchase of real property as described in the commercial contract with Ronald F. and Sharon D. Moye subject to the terms and conditions and price set forth in the contract and authorize the chair or vice chair to sign the contract and have it delivered to Ronald F. and Sharon D. Moye and authorize the chair or vice chair to transfer the earnest money deposit as set forth in the contract.

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

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

Attorney Nash read the resolution into the record. A motion was made and seconded to approve Resolution 2022-05.

**RESOLUTION NO. 2022-05**

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

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

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

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

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

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

1. The Board of the Hardee County Industrial Development Authority finds that acquisition of the Property will serve the public purpose of advancing the economic prosperity and general welfare of Hardee County and its residents.

2. The Board of the Hardee County Industrial Development Authority hereby approves the terms set forth in the Commercial Contract attached hereto as Exhibit "A".

3. The Board of the Hardee County Industrial Development Authority does hereby authorize the execution and delivery of the Commercial Contract attached hereto as Exhibit "A" for the purchase of the Property by the Chair and/or Vice Chair.

4. The Chair and/or Vice Chair is hereby authorized to make transfers of funds and to sign documents necessary to effectuate the IDA's responsibilities pursuant to and under the Commercial Contract, including authorization to sign all documents and to transfer all funds necessary to effectuate the Closing of the purchase of the Property pursuant to the terms of the Commercial Contract.

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

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

**HARDEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By:

\_\_\_\_\_  
Lee Mikell, Chairman

ATTEST:

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

Name: \_\_\_\_\_

A motion was made and seconded to approve Resolution 2022-05 as read and authorize the chair or vice chair to sign.

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

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

Justin Smith started out by saying that he will give an overview of items 7, 8 and 9. they will each have their own motion. Pacer Marine is being purchased by a larger boat manufacturing company and it is their intention to integrate Pacer's production line into theirs. The name is Mach Connections. This agenda item is for the lease with Pacer Marine for the new building.

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A motion was made and seconded to approve the commercial lease with option to purchase between IDA and Pacer Marine Engineering, Inc and authorize the Chair or Vice Chair to sign.

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

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

Justin Smith stated that in the lease that was just approved with Pacer Marine, there is language allowing assignment but we have to give our consent to do so. With this agreement, we will be consenting Pacer Marine to assign the lease to the new company, Mach Connections, LLC once they purchase Pacer Marine.

A motion was made and seconded to approve the assignment of commercial lease agreement by Pacer Marine Manufacturing, Inc to Mach Connections, LLC and authorize the Chair or Vice Chair to sign.

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

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

Justin Smith stated that the memorandum is us recognizing Mach Connections, LLC as the new tenant leasee and a restatement of what was in the lease. Mach Connections, LLC would be the new tenant once the purchase transaction was complete.

A motion was made and seconded to approve the memorandum of commercial lease and option to purchase between IDA and Mach Connections, LLC and authorize the Chair or Vice Chair to sign.

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

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

This is with the same group that developed our solar project. They have done other projects in the southeast US. We were approached by them to do another solar project on a large scale and they asked if we would consider doing this memorandum of understanding with them and work with them to identify a location that would be conducive to them. If a spot is identified and we were able to be in control of the land, we would work on a long term lease with them. There is language that if they end up with land that we had worked on and did not end up in our control but did come under their control within the first 4 years, there would be a singular payout of \$1 million dollars to us.

A motion was made and seconded to approve the memorandum of understanding between the IDA, Beaufort Rosemary, LLC and IPS Avon Park Corporation and authorize the chair or vice chair to sign.

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

## 5. EXECUTIVE REPORT

Justin Smith highlighted a few projects we have going on. Riveter construction is progressing inside the building. Aloha Medical Transport is a non emergency medical transport business we are helping to get going in the area. They plan to move their front end operations to Wauchula. The primary headquarters are located in Illinois currently. They do have 8 other locations. We did close on the Mancini property and they are working tirelessly to get it up and running and in production very soon. 126 W. Main is progressing as well. We will have this building open during the Christmas Parade to highlight to the community what we do. We will also allow this location to be a spot for a pop up vendor during Shop Small Saturday.

Denise Grimsley updated the board with a few human resources items. As part of our marketing strategy we have adjusted our titles to reflect more of a private sector feel. Sarah Evers will now be know as the Director of Business Development, Krystin Chapman is the Director of Communications and Marketing, Justin Smith is the VP/Chief Operating Officer and Kristi Schierling is the Office Manager. Denise Grimsley's contract has her as the Executive Director. She would like to have the board's blessing to now be known as the President/CEO. The board was in agreement for the updated titles.

## 6. FINANCIAL REPORT

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

John Davis reviewed the general fund and special revenue fund budget amendments with the board.

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

Attorney Nash read Resolution 2202-06.

A motion was made and seconded to approve Resolution 2202-06 and authorize the Chair to sign.

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

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

John Davis reviewed the Ona Mine budget amendments with the board.

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

Attorney Nash read Resolution 2202-07.

A motion was made and seconded to approve Resolution 2202-07 and authorize the Chair to sign.

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November 15, 2022**

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

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

A motion was made and seconded to approve the October 2022 EDC/IDA financials as presented.

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

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

jan 12 first meeting

**8. ADJOURNMENT**

R. Riveter Lease and Option to Purchase  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Attachments:

LEASE - R Riveter lease with purchase option CLEAN 1-11-23  
OPTION - R Riveter Option to Purchase tag lease CLEAN 1-11-23

**COMMERCIAL LEASE BY AND BETWEEN  
HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
AND R RIVETER, LLC (WITH OPTION TO PURCHASE)**

**THIS COMMERCIAL LEASE AGREEMENT** is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate operating pursuant to Chapter 159, Florida Statutes (herein called "OWNER") and **R RIVETER, LLC**, a Delaware limited liability company authorized to do business in the State of Florida (herein called "TENANT").

**WITNESSETH:**

**WHEREAS**, TENANT entered into a lease agreement effective the 10th day of August, 2020 to lease a commercial building located at 209 E. Main Street, Wauchula, Hardee County, Florida from Victory Investment Services, LLC (the "VIS Lease");

**WHEREAS**, OWNER is now fee owner of that certain real property located at 209 E. Main Street and has assumed the VIS Lease as landlord;

**WHEREAS**, OWNER is also fee owner of the commercial buildings located at 217 East Main Street, Wauchula, Hardee County, Florida;

**WHEREAS**, TENANT desires to lease the aforementioned properties from OWNER; and

**WHEREAS**, subject to certain terms and conditions, OWNER agrees to lease the aforementioned properties to TENANT.

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

**1. RECITALS; SUPERSEDING.** The above stated recitals are true and correct and are incorporated herein by reference. The parties agree that this Commercial Lease Agreement shall supersede any and all prior leases as to the Premises (as hereinafter defined) in effect between the parties as of the Term Start Date, including the VIS Lease.

**2. TERM.** The initial term of this Commercial Lease Agreement shall be for ten (10) years commencing on \_\_\_\_\_, 202\_\_ ("Term Start Date") and ending on \_\_\_\_\_, 20\_\_, unless sooner terminated as herein provided.

**3. PROPERTY.** The property subject to this Agreement includes the commercial buildings located at 209 East Main Street and 217 East Main Street, both of Wauchula, Hardee County, Florida, as such properties are more specifically described or shown on Exhibit A attached hereto (herein called the "Premises").

**4. USE AND SUITABILITY.** The Premises are to be used by TENANT for the purpose of a headquarters, warehousing, distribution, and/or assembly facility for a handbag manufacturer, which use

may also include retail at the commercial building locations. TENANT will make no unlawful, improper, or offensive use of the Premises. TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the OWNER as to the suitability of the Premises for the TENANT's purposes.

**5. RENT.** Rent shall be paid by TENANT to OWNER, together with any sales or use taxes thereon, in advance, on or before the first day of each month. Beginning on the Term Start Date, TENANT shall pay rent to OWNER of \$3,987.32 per month until the Promissory Note made by TENANT dated January 2020 and held by OWNER ("Promissory Note") is paid in full. For avoidance of any doubt, this Lease does not modify any provision or term of the Promissory Note. After satisfaction of the Promissory Note, TENANT shall pay rent to OWNER of \$8,750.00 per month for the remainder of the initial Term.

Beginning effective the date rent is first due for any Renewal Term (as hereinafter defined), rent due and payable shall be adjusted upward in accordance with the following provision: OWNER shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease.

**6. SECURITY DEPOSIT.** TENANT provided a security deposit of \$1,250.00 for the VIS Lease. The parties agree that such security deposit shall apply to this Commercial Lease Agreement and TENANT shall provide an additional security deposit of \$0.00 (zero dollars) for a total deposit of \$1,250.00, which deposit shall not bear interest, shall be returned to TENANT upon termination of this Lease so long as there is no rent left unpaid and no damage to the Premises. In the event of default under the Promissory Note, the security deposit may be retained by OWNER and applied to the balance due and owing by TENANT under such Promissory Note.

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

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

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

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

**11. CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by OWNER. TENANT shall at all times keep and maintain an adequate number of operating, charged fire extinguishers in or on the Premises. TENANT will not permit the Premises to be occupied for any purpose deemed disreputable or deemed to be extra-hazardous on account of fire. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds OWNER harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

**12. TAXES AND INSURANCE COSTS.**

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

**B. Real Estate Taxes & Insurance Surcharge.** During the “Option Term” (as that term is defined in the Option to Purchase Agreement between the parties, an executed copy of which is attached hereto as Exhibit B), OWNER shall deliver to TENANT invoices reflecting the amount of real estate taxes and assessments against the Premises and the cost of insurance paid by OWNER for the Property that exceeds the same from the preceding year. Amounts may be prorated for partial years. TENANT shall remit payment to OWNER not later than thirty (30) days following delivery of such invoice. Should said amounts not be paid by TENANT, the same shall be considered unpaid additional rent and failure to pay such amounts shall be considered a default hereunder.

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

**14. SIGNAGE.** All signage on the property must be approved by OWNER as to style,

location, content, and construction before installation, which approval will not be unreasonably withheld. All signage shall also be approved by applicable local governing bodies or boards including, but not limited to, the City of Wauchula, Wauchula Historic Preservation Board.

**15. ASSIGNMENT / SUBLEASE.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of OWNER, which consent will not be unreasonably withheld.

**16. ALTERATIONS.** The TENANT shall make no material additions or alterations in or to the Premises without the written consent of OWNER. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse OWNER against possible mechanics', laborers' and materialmen's liens upon the Premises.

**17. MAINTENANCE AND REPAIRS.**

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

**B.** During the initial term of this Lease, OWNER will, within a reasonable time and based on the availability of materials and contractors, repair and replace major structural components of the Premises (specifically, HVAC system, plumbing system (excluding fixtures), electrical system (excluding fixtures), roof, exterior doors, and exterior windows) except where such repair or replacement is due to any act or negligence of TENANT or TENANT's agents, guests, or invitees. During any Renewal Term, TENANT shall be solely responsible for all costs, expenses, and obligations of any kind for all maintenance, repairs, improvements, and replacements of and to the Premises of every kind and nature whatsoever, including all structural and major component parts of the Premises (i.e., HVAC system, plumbing, electrical, roof), and shall hold harmless OWNER from the same.

**C.** If the Premises are damaged by fire or other casualty, except as is due to any act or negligence of TENANT or TENANT's agents, invitees, or guests, to the extent that the Premises are wholly untenable, TENANT's rent shall be abated until repairs and restoration have been substantially completed, provided that TENANT provided notice to OWNER of the casualty no later than 24-hours after TENANT's discovery of the fire or casualty.



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

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

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

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

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

**23. INSURANCE AND INDEMNITY.** TENANT will at its own expense and at all times during the term of this Commercial Lease Agreement, provide and maintain in effect for the Premises those

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

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

**B. LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by OWNER, such insurance to afford minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. OWNER, Hardee County Industrial Development Authority, shall be listed as an additional insured on TENANT’s policy or policies of comprehensive general liability insurance and TENANT shall provide OWNER with current Certificates of Insurance evidencing TENANT’s compliance with this paragraph.

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

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

**E. CERTIFICATE OF INSURANCE.** Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to OWNER evidencing the insurance required herein,

written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to OWNER annually at the address in the "Notices" clause of this Agreement.

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

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

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

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

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

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

*If to TENANT:*  
R Riveter, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier,

Attachment: LEASE - R Riveter lease with purchase option CLEAN 1-11-23 (R. Riveter Lease and Option to Purchase)

postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

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

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

**28. DEFAULT.** The occurrence of one or more of the following shall be an event of default by TENANT: **(a)** Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from OWNER to TENANT; **(b)** An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from OWNER to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over sixty (60) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period.; **(c)** Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing; **(d)** An assignment of TENANT's property for the benefit of creditors; **(e)** A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within

thirty (30) days; (f) TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not cancelled or discharged within thirty (30) days after its occurrence; or (g) TENANT defaults under any other lease or agreement with OWNER.

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

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

**31. ENVIRONMENTAL MATTERS.** TENANT covenants and agrees to discharge only domestic waste into the sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or

State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the OWNER harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or wastewater treatment facility. OWNER hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

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

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

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

**35. OPTION TO PURCHASE.** An Option to Purchase Agreement of even date herewith is being contemporaneously entered into by the parties and a copy of said executed agreement shall be appended hereto as Exhibit B.

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

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

**38. AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be



binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

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

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_

Its: Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Attachment: LEASE - R Riveter lease with purchase option CLEAN 1-11-23 (R. Riveter Lease and Option to Purchase)

**R RIVETER, LLC**

*Witness #1:*

Sign: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

*Witness #2:*

Its: Managing Member

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Attachment: LEASE - R Riveter lease with purchase option CLEAN 1-11-23 (R. Riveter Lease and Option to Purchase)



**Exhibit A**

**Legal Description**

The West 40 feet of Lots 19 and 20, of Block 18, Plat of Town of Wauchula, according to the map or plat thereof as recorded in Plat Book 1, Page 29, Public Records of Desoto County, Florida, of which Hardee County was formerly a part, and recorded in Plat Book 1, Page 1-29, now known as Plat Bar A-22, Public Records of Hardee County, Florida.

and

The East 107 feet of Lots 19 and 20, LESS the North 1 foot of said Lot 19, of Block 18, Plat of Town of Wauchula, according to the map or plat thereof as recorded in Plat Book 1, Page 29, Public Records of Desoto County, Florida, of which Hardee County was formerly a part, and recorded in Plat Book 1, Page 1-29, now known as Plat Bar A-22, Public Records of Hardee County, Florida.

**Parcel ID: 03-34-25-0200-00018-0019**

*Reported Physical Address:*  
217 East Main Street  
Wauchula, Florida

*Depiction:*



Attachment: LEASE - R Riveter lease with purchase option CLEAN 1-11-23 (R. Riveter Lease and Option to Purchase)

**Exhibit B**

**[Insert executed Option to Purchase Agreement]**

**Attachment: LEASE - R Riveter lease with purchase option CLEAN 1-11-23 (R. Riveter Lease and Option to Purchase)**

**OPTION TO PURCHASE AGREEMENT**

**THIS OPTION TO PURCHASE AGREEMENT** is made by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate operating pursuant to Chapter 159, Florida Statutes (herein called "OWNER") and **R RIVETER, LLC**, a Delaware limited liability company authorized to do business in the State of Florida (herein called "TENANT").

**RECITALS**

**WHEREAS**, as set forth in the Lease (as hereinafter defined), OWNER leases to TENANT that certain real property set forth in the Lease upon terms and conditions stated in the Lease; and

**WHEREAS**, subject to certain terms and conditions as set forth herein, OWNER agrees to provide TENANT with an option to purchase real property.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and for the mutual covenants contained herein, OWNER and TENANT hereby agree as follows:

1. **RECITALS**. The above-stated recitals are true and correct and incorporated herein by reference.
2. **DEFINITIONS**. For purposes of this Agreement, the following terms shall have the following meanings:

A. "EDA Sub-Grant" means the sub-grant agreement dated October 1, 2019, as amended, between the parties wherein TENANT agrees, among other things, to adhere to the grant award requirements set forth in the Grant Award Agreement between OWNER and the Hardee County Economic Development Authority.

B. "Lease" shall mean the Commercial Lease Agreement between the parties that is being entered into contemporaneously with this Agreement.

C. "Start Date" shall mean the earlier of: (i) the date the final payment is issued under the EDA Sub-Grant or (ii) the date of natural expiration of the EDA Sub-Grant.

D. "Option Term" shall mean that period of time commencing on the Start Date and ending on the End Date.

E. "End Date" shall mean the date of expiration or termination of the Lease and its duly executed extensions, if any.

F. "Option Exercise Date" shall mean that date, within the Option Term, upon which the TENANT shall send written notice to OWNER exercising the Option to Purchase.

G. "Premises" shall mean the real property described in Exhibit A, attached hereto.

3. **EXCLUSIVE OPTION**. OWNER hereby grants to TENANT the exclusive option to purchase the Premises on the terms and conditions set forth herein.

4. **OPTION TO PURCHASE.** TENANT may elect to purchase the Premises, including all improvements then-contained on the Premises, at any point during the Option Term, provided TENANT is not in default under the Lease or any other agreement with OWNER, by giving OWNER written notice thereof. The consideration for this option is One Dollar (\$1.00) at the execution of the Lease. For avoidance of any doubt, if the EDA Sub-Grant is terminated for cause, OWNER's option rights are extinguished.

5. **PURCHASE PRICE.** The purchase price for the Premises (including all improvements contained on the Premises), if the option is exercised, shall be equal to the greater of: (i) the sum of OWNER's gross investment into the Premises as determined by the OWNER and communicated to TENANT, or (ii) the appraised value of the Premises as of the effective date of a sale and purchase agreement entered into by TENANT and OWNER for the TENANT's purchase of the Premises pursuant to the purchase option, (the "Purchase Option Price").

Within 10 business day of the Option Exercise Date, each party shall select a State of Florida certified general appraiser of their choice; the two appraisers thus appointed shall within ten (10) additional business days appoint a third appraiser; and the three appraisers so selected shall be instructed to complete their respective appraisals of the Premises and deliver the results of the same, in writing, not later than sixty (60) days after the Option Exercise Date. The average of the three appraisals (subject to the qualifications set forth below) shall be the appraised value for the Premises; provided, however, in the event that any (but not more than one) appraisal submitted by an appraiser varies five percent (5%) or more from the average of all three appraisals, then such appraisal shall not be used and the appraised value shall be determined on the basis of the average of the other two appraisals. In all cases, an appraiser must not be affiliated with either party. Each party will pay the cost of its own appraiser and both parties will share equally the costs of the third appraiser.

6. **CREDITS.**

A. OWNER agrees TENANT shall receive credit against the Purchase Option Price based on the number of individually identified full-time employees working a minimum of 35 hours per week employed in Hardee County, Florida by TENANT (an "FTE") as reported for each quarter from the Start Date to the date of Option Exercise Date, less the aggregate of amounts paid by OWNER as to the Premises (including, but not limited to, real property taxes and insurance premiums) from the Start Date to the date of closing.

B. Under no circumstance shall the total credit exceed more than one hundred percent (100%) of the Purchase Option Price.

C. The proportional sliding scale for calculation of credit is as follows:

- i. For employing no less than 12 FTEs in a quarterly period, a credit of fifty percent (50%) of timely payments of rent made pursuant to the Lease in that period.

- ii. For employing no less than 18 FTEs in a quarterly period, a credit to seventy-five percent (75%) of timely payments of rent made pursuant to the Lease in that period.
- iii. For employing no less than 24 FTEs in a quarterly period, a credit of one hundred percent (100%) of timely payments of rent made pursuant to the Lease in that period.

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

**E.** OWNER shall review TENANT's FTE Certification and shall calculate: (i) the sum of timely made payments of rent per quarter for which TENANT seeks credit, (ii) the applicable credit per quarter based on the sliding scale set forth above, (iii) the total sum of credits, (iv) total amounts paid by OWNER from the Start Date to the Option Exercise Date, and (v) the total resulting financial incentive to apply as credit against the Purchase Option Price.

**F.** Payments of rent made during quarters that TENANT fails to meet the minimum job creation and retention threshold shall not be eligible for credit and will be treated as direct payments of rent under the Lease. Partial payments of rent shall not be eligible for credit.

**7. WRITTEN NOTICE.** At such time as TENANT elects to purchase the Premises, TENANT shall give OWNER written notice thereof, which notice shall include the FTE Certification, provided as set forth in the Lease. OWNER shall, within forty-five (45) days after receipt of such notice and upon receipt of sufficient documentation for FTE Certification, provide a contract for sale at the Purchase Option Price with TENANT paying all closing costs and all (non-prorated) real estate taxes for the year of closing. In addition, such contract shall contain all reasonable standard provisions for contracts for similar sales but shall contain no inspection/feasibility period.

**8. TERMINATION.** TENANT's failure to remain in good standing (including making timely rent payments) under the Lease or any other agreement with or note held by OWNER shall terminate and extinguish the option set forth herein; provided, however, that if TENANT cures any such default, the option shall remain. This option shall not survive the expiration or termination of the Lease.

**9. ASSIGNABILITY.** TENANT shall not assign this Option without the prior written consent of OWNER, which consent will not be unreasonably withheld but which consent shall be conditioned upon verifiable proof by assignee of its sustainable business structure, history of financial responsibility, business character and reputation, and its proposed use of the Premises in a manner to promote the economic development of Hardee County.

- 10. ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy, or in post judgment collections subject to limitations set forth by s. 768.28, Florida Statutes.
- 11. WAIVER OF BREACH.** Waiver by OWNER or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.
- 12. AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.
- 13. PROVISIONS OF LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the document shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the document shall forthwith be physically amended to make such insertion or correction.
- 14. JURISDICTION AND VENUE.** The parties understand and agree that this lease was negotiated, entered into, and is to be performed in Hardee County, Florida, and that venue is appropriate in the courts in and for Hardee County, Florida. All issues will be governed by Florida law.
- 15. SEVERABILITY.** It is the intention of both of the parties hereto that the provisions of this agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.
- 16. ASSIGNS AND SUCCESSORS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties.
- 17. TIME.** Time is of the essence of this agreement.
- 18. MULTIPLES.** This agreement is executed in multiple copies, each copy of which shall be deemed an original.

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

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

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: Chairman

Date: \_\_\_\_\_

**R RIVETER, LLC**

*Witness #1:*

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

*Witness #2:*

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Its: Managing Member

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Attachment: OPTION - R Riveter Option to Purchase tag lease CLEAN 1-11-23 (R. Riveter Lease and Option to Purchase)



**EXHIBIT A**

**Legal Description**

The West 40 feet of Lots 19 and 20, of Block 18, Plat of Town of Wauchula, according to the map or plat thereof as recorded in Plat Book 1, Page 29, Public Records of Desoto County, Florida, of which Hardee County was formerly a part, and recorded in Plat Book 1, Page 1-29, now known as Plat Bar A-22, Public Records of Hardee County, Florida.

and

The East 107 feet of Lots 19 and 20, LESS the North 1 foot of said Lot 19, of Block 18, Plat of Town of Wauchula, according to the map or plat thereof as recorded in Plat Book 1, Page 29, Public Records of Desoto County, Florida, of which Hardee County was formerly a part, and recorded in Plat Book 1, Page 1-29, now known as Plat Bar A-22, Public Records of Hardee County, Florida.

**Parcel ID: 03-34-25-0200-00018-0019**

*Reported Physical Address:*  
217 East Main Street  
Wauchula, Florida

*Depiction:*



Attachment: OPTION - R Riveter Option to Purchase tag lease CLEAN 1-11-23 (R. Riveter Lease and Option to Purchase)



RFP for Lawn and Landscape Maintenance  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

Attachments:  
RFP - Landscaping IDA 2023 Final Draft

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSALS #2023-\_\_\_\_\_  
MOWING AND LANDSCAPE MAINTENANCE SERVICES**

Hardee County Industrial Development Authority, a dependent special district under the laws of the State of Florida and a body politic and corporate, (hereafter referred to as “IDA”) requests written sealed proposals for mowing and landscape maintenance services.

Sealed proposals must be received, by mail or hand-delivery, to the IDA, c/o The Development Group, 107 E. Main Street, Wauchula, Florida 33873 no later than **2:00 PM local time on Monday, February 20, 2023** at which time proposals shall be opened.

Proposals must be placed in a sealed envelope containing the following: “Mowing and Landscape Proposal.” Proposals received after the established deadline will not be opened and will be made available for return in their unopened state or for destruction at respondent’s written instruction. A pre-proposal meeting will not be held for this RFP. The proposals will be considered during a meeting of the Evaluation Committee to be held at 9:00 AM on February 23, 2023, or as soon thereafter as possible, at 107 E. Main Street, Wauchula, Florida 33873.

Important instructions and specifications regarding responses to this RFP are available upon request and online at [www.hardeebusiness.com](http://www.hardeebusiness.com). The bid information is located at the top of the home page. Failure to follow these instructions could result in disqualification. If, at the IDA discretion, it becomes necessary to revise any part of this RFP before the proposal response date, an addendum will be made available online at [www.hardeebusiness.com](http://www.hardeebusiness.com). Questions regarding this proposal must be in writing and sent to The Development Group, attn: Kristi Schierling, 107 E. Main Street, Wauchula, Florida 33873, or [kristi.schierling@thedevelopmentgroup.net](mailto:kristi.schierling@thedevelopmentgroup.net). All questions must be received by 4:00 PM on February 15, 2023. Questions will be answered by addenda available online at [www.hardeebusiness.com](http://www.hardeebusiness.com).

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the RFP and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or director of the IDA or the Hardee County Economic Development Council, Inc., d/b/a The Development Group concerning any aspect of this RFP, except in writing as provided herein. Violation of this provision may be grounds for rejecting a proposal under this RFP and/or any future proposal.

IDA does not discriminate upon the basis of any individual’s disability status. This non-discrimination policy involves every aspect of IDA’s functions, including one’s access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act or Section 286.26 of the Florida Statutes should contact Sarah Evers, ADA Coordinator at 863-773-3030, by Florida Relay Services 711, or by email at [sarah.evers@thedevelopmentgroup.net](mailto:sarah.evers@thedevelopmentgroup.net). Request for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

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**A. GENERAL CONDITIONS**

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1. Hardee County Industrial Development Authority is an industrial development authority created pursuant to Chapter 159, Florida Statutes. The IDA is a public instrumentality for the purposes of industrial development, and the exercise of the powers conferred upon it by law are deemed and held to be the performance of an essential public purpose and function.

2. This RFP provides guidelines for the submission of proposals in response to the solicitation by the IDA for respondents to provide mowing and landscape services. For purpose of this RFP, a “respondent” or “proposer” is an organization, firm, or other person or entity submitting a response/proposal to this RFP and “contractor” is the respondent that is awarded a contract under this RFP.

3. Respondents shall make no distribution of any part of their proposal beyond that made to the IDA. A respondent who shares information contained in their proposal with competing respondents may be subject to disqualification.

4. IDA reserves the right to accept or reject any or all proposals or any parts thereof, and the award, if an award is made, will be made to the most responsive and responsible proposer whose bid and qualifications indicate that the award will be in the best interest of IDA. IDA reserves the right to waive irregularities or any informality in the proposal.

5. A respondent may withdraw its proposal by notifying IDA in writing at any time prior to the opening. Respondents may withdraw their submissions in person, or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide IDA with a signed receipt for return of the proposal. Proposals, once opened, become the property of the IDA and will not be returned to the respondent. Proposals, once opened, become “public records” and are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

6. IDA anticipates entering into a contract, substantially in the form attached hereto and pursuant to the terms and conditions set forth therein, with the respondent who submits the proposal judged by the IDA to be most advantageous to the IDA. IDA anticipates awarding a single contract to the sole respondent chosen, but reserves the right to award this RFP in any fashion, in its sole determination, which it deems to be in the best interest of the IDA. By submission of a proposal, each respondent understands that this RFP does not constitute an agreement or a contract with the IDA. No contract or agreement is binding until the submission is reviewed and accepted by the IDA Board and executed by all parties. IDA reserves the right to award any contract to the next most qualified respondent if the successful respondent does not execute a contract within 30 days after the selection.

7. The failure or omission of any proposer to examine any form, instrument, site, or document shall in no way relieve any respondent from any obligation in respect to his/her proposal. The requirements applicable for the services sought under this RFP should be considered in full when respondent is compiling a proposal, including the terms and conditions of the contract attached to this RFP which will be entered into with the contractor. The contractor

shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the IDA. IDA reserves the right to cancel any contract under this RFP without cause by giving 30 days prior written notice to the contractor. The initial term of the contract shall be for a term of one year, subject to renewal or extension by agreement of the parties.

8. Neither the IDA, The Development Group, nor either of their respective directors, agents, employees, or representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

9. IDA recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

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

11. The contractor shall be responsible for acquiring all applicable Federal, State, County, and City licenses and permits and pay local business tax as may be appropriate. IDA does not charge any permit fees for the services contemplated.

12. IDA is a drug free workplace, and its policy regarding substance abuse encompasses alcohol, illegal drugs or other controlled substances. The possession, transfer or sale of any substance at the workplace is expressly prohibited and may be cause for immediate dismissal.

13. *Public Entity Crime, Section 287.133(3)(a), Florida Statutes.* The respondent certifies, by submission of a proposal or execution of a contract or contract renewal, that neither it nor an affiliate have been placed on the convicted vendor list following conviction for a public entity crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

14. *Discrimination, Section 287.134, Florida Statutes.* The respondent certifies, by submission of a signed proposal or execution of a contract or contract renewal, that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity; and may not transact business with any public entity.

15. *Scrutinized Companies, Section 287.135, Florida Statutes.* The respondent certifies, by submission of a signed proposal and execution of a contract or contract renewal, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify IDA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. IDA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

16. This RFP and any contract entered into under this RFP shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of litigation between the parties, venue shall be in Hardee County, Florida and no other place, and Florida law shall apply.

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## **B. SCOPE OF SERVICES**

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1. Services: Contractor shall provide mowing, landscaping maintenance, and irrigation services. Anticipated projects are set forth below. Contractor shall provide all personnel, supplies, materials, and equipment necessary for performance of services at the subject properties, including maintenance/operation of irrigation. All work and services performed shall be to the satisfaction of the IDA.

2. Contract Terms: IDA anticipates entering into a contract substantially in the form attached hereto and pursuant to the terms and conditions set forth therein. The initial term of the contract shall be for one year, with options to renew, and shall be terminable by the IDA with or without cause upon 30 days notice.

3. Definitions: Whether or not capitalized herein, “mowing” shall include the actions of mowing, edging, and blowing, and “landscaping maintenance” shall include the actions of pruning, trimming, weed control, fertilization, and the maintenance and on-going operation of irrigation systems.

4. Sites: Contractor shall provide services at IDA-owned sites, all of which are located in Hardee County, Florida, which includes but is not limited to the following:

- Innovation Place, 897 S 6th Avenue;
- Old Winn Dixie site, 1510 US Highway 17 North;
- SR 62 Old Packing House Properties (Parcel ID Nos.: 20-33-25-0000-09020-0000, 20-33-25-0000-09040-0000, 21-33-25-0000-02530-0000, and 21-33-25-0000-02520-0000)

- Hardee County Commerce Park, access at intersection of SR 62 and Commerce Court (service area limited to Parcel ID Nos.: 20-33-25-0500-00001-000A and 20-33-25-0500-00001-000B from end of roadway maintenance to five feet behind the plant beds).

5. Specific Services to be provided at Hardee County Commerce Park: Mowing and landscaping maintenance necessary to maintain vigor and healthy grass, shrubbery, and plantings from the end of the roadway maintenance to five feet behind the plant beds. Bahia grass will be fertilized once per year and plant material will be fertilized two times per year (at least four months between fertilization). As necessary, apply herbicide around electrical risers, monuments, drainage boxes, and fence lines.

6. Specific Services to be provided at Innovation Place, Old Winn Dixie, and SR 62 Old Packing House sites: Mowing and landscaping maintenance necessary to maintain vigor and healthy grass, shrubbery, and plantings.

7. Addition or Removal of Sites: It is expected that additional sites may be added and some of the above-specified sites may be removed during the pendency of any contract executed pursuant to this RFP. In such situation, contractor will provide services based on the hourly rates submitted in the proposal except as otherwise agreed by written addendum to the contract. Contractor shall provide invoices based on actual time spent performing the services.

8. Replacement of Plants: Any replacement of plants by contractor shall require pre-approval and the service shall include disposal of plant being replaced. All plants used for replacement shall be at contractor's cost with no upcharge. Contractor shall provide invoices based on actual time spent performing the services.

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## C. PROPOSAL REQUIREMENTS

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Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFP. Respondents shall furnish all information requested on the proposal response forms. If there is not enough space on the applicable form, additional sheets may be attached. Proposals must be typed or printed in ink and contain an original signature of an individual authorized to bind the respondent. Submit one (1) original and three (3) copies of all required forms and data, and one (1) exact digitized copy in exact order of proposal on a USB drive.

All proposals should include at least the following information:

1. Transmittal Letter: Indicating the respondent understands the scope of services and includes respondent's contact information, including business name, authorized representative, telephone number, email address, and physical/ mailing address.
2. Work Plan and Maintenance Schedule: Written narrative describing the manner in which the respondent will satisfy the requirements of the Scope of Services. Include the number of times per month mowing and landscape maintenance services will be performed, and include

whether one or more sites will be serviced more frequently than other sites. Include which sites listed herein the respondent has physically viewed prior to submission of the proposal and when.

3. Experience & References: (Use response form provided, plus supplemental pages as necessary.) Description of at least three prior projects of the same or similar services and list of references (including telephone number) that may be contacted. Include one or more sets of 'before' and 'after' photographs illustrating performance of similar services.

4. Fee Schedule: (Use response form provided.) Provide fee schedule for services.

5. List of Equipment: (Use response form provided.) An equipment list of owned or leased machinery and equipment that will be used in performance of the services (include make, model, and year).

6. Proof of Insurance: Proof of current Commercial General Liability Insurance with minimum coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. Proof of Workers Compensation in at least the limits required by law. The contract terms contain additional insurance requirements with which the contractor must comply.

7. An authorized representative of the respondent must sign and complete the proposal. Proof of authorization for the representative to bind the respondent may be required.

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#### **D. SELECTION CRITERIA**

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IDA shall be the sole judge of its own best interest, the submission and the resulting contract. In all instances, the IDA's decision shall be final.

The selection process shall be open to the public. The IDA is not obligated to award a contract and may decide to reject all proposals. Proposals will be reviewed by an Evaluation Committee, and the respondents will be scored based upon the RFP Evaluation Criteria. Each evaluation committee member shall perform the member's own independent scoring for each respondent. The scores will be tallied, and the committee will make a recommendation to the IDA Board for award based on the highest-ranking respondent. In the event the successful respondent does not execute a contract within 30 days after the selection, the IDA reserves the right to award the contract to the next most qualified respondent.

The following criteria will be used by the evaluation committee in making the selection:

<b>Criteria for Evaluation</b>	<b>Maximum Possible Points</b>	<b>SCORE</b>
Transmittal Letter	5	
Work Plan	40	
Experience & References	20	
Fees & Schedule	25	
List of Equipment	10	
<b>TOTAL</b>	<b>100</b>	



**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND  
HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.**

**REQUEST FOR PROPOSALS #2023-\_\_\_\_\_  
MOWING AND LANDSCAPE MAINTENANCE SERVICES**

**PROPOSAL RESPONSE FORM**

I certify that I have read and understand the specifications, conditions, and instructions contained in this Request for Proposal and the following addenda: \_\_\_\_ #1; \_\_\_\_ #2; \_\_\_\_ #3; \_\_\_\_ #4; #\_\_\_\_\_. I certify that I am in a position to authorize and carry out said conditions, specifications, and instructions. I certify to the statements set forth in the RFP as to debarment and suspension, public entity crimes, discrimination, and scrutinized companies.

I understand that the bid will be awarded to the most responsive and responsible proposer whose bid and qualifications indicate that the award will be in the best interest of IDA.

Completed documents included in this proposal include (*check*):

- \_\_\_\_ Proposal Response Form
- \_\_\_\_ Transmittal Letter
- \_\_\_\_ Work Plan
- \_\_\_\_ Proof of Insurance
- \_\_\_\_ Experience & References Form
- \_\_\_\_ Fees, Service Cycle, List of Equipment Form

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Submittal: \_\_\_\_\_

Attachment: RFP - Landscaping IDA 2023 Final Draft (RFP for Lawn and Landscape Maintenance)



**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSALS #2023-\_\_\_\_  
MOWING AND LANDSCAPE MAINTENANCE SERVICES**

**Respondent Name:** \_\_\_\_\_

**Fees, Service Cycle & Equipment List**

Prices set forth below by respondent shall include all work and all supplies, materials, and equipment necessary to complete all services to the satisfaction of IDA.

Site – Description of Services	Unit Price ( <i>monthly</i> )	Proposed Service Cycle Per Month ( <i>e.g., once every week</i> )
Hardee County Commerce Park – <i>mowing, landscape maintenance</i>	\$	
SR 62 Old Packing House – <i>mowing, landscaping maintenance</i>	\$	
Innovation Place - <i>mowing, landscape maintenance</i>	\$	
Old Winn Dixie - <i>mowing, landscape maintenance</i>	\$	
MONTHLY TOTAL:	\$	
ANNUAL TOTAL:	\$	

Hourly Rates for provision of additional services\* not specified above:

Mowing \$ \_\_\_\_\_ / hour

Landscape Maintenance \$ \_\_\_\_\_ / hour

Installation of replacement plants \$ \_\_\_\_\_ / hour (plants at cost)

*\* Additional services shall be billed based on actual time spent by contractor in performance of the additional services.*

Equipment List: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional information relevant to submission of respondent’s proposal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
REQUEST FOR PROPOSALS #2023-\_\_\_\_  
MOWING AND LANDSCAPE MAINTENANCE SERVICES**

**Respondent Name:** \_\_\_\_\_

**Experience & References**

Company Name:	
Address:	
Contact Person:	
Telephone Number:	
Description of Work:	

Company Name:	
Address:	
Contact Person:	
Telephone Number:	
Description of Work:	

Company Name:	
Address:	
Contact Person:	
Telephone Number:	
Description of Work:	

Attachment: RFP - Landscaping IDA 2023 Final Draft (RFP for Lawn and Landscape Maintenance)

**EXHIBIT A TO REQUEST FOR PROPOSALS #2023-**

**SERVICES CONTRACT**

(Mowing and Landscape Maintenance)

**THIS IS AN AGREEMENT** between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Florida, (herein called "IDA") and \_\_\_\_\_, a Florida \_\_\_\_\_ (herein called "Contractor").

1. **PREMISE.** IDA solicited proposals for certain mowing and landscape maintenance services, and Contractor submitted the most responsible and responsive bid. IDA would like for Contractor to do the work and Contractor would like to do so on the terms and conditions set forth herein.
2. **WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance and all other accessories and services necessary to mow, edge, trim and remove all litter (herein called the "Services") of the IDA's specified sites (herein called the "Service Areas") (herein collectively called the "Project" or the "Work") as described in and in accordance with the conditions and prices stated in this contract and Request for Proposals RFP#\_\_\_\_\_, the Scope of Services, completed Proposal Response Form, and completed Fees, Service Cycle & Equipment List form, all which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").
3. **TERM.** The initial term of the contract is for one (1) years, beginning \_\_\_\_\_ and ending \_\_\_\_\_, unless sooner terminated as provided herein. In the discretion of the IDA, this contract may be extended for three (3) additional one (1) year term under the same price and other terms.
4. **CONTRACT PRICE.** IDA shall pay to Contractor the sum of \$\_\_\_\_\_ per month for the Services provided all Service cycles in all Service Areas are properly completed during the prior month. There will be no increase or decrease in price by virtue of any change in the cost of fuel, materials, labor, or the like. Contractor's invoice must be completed and received by the tenth day of each month for Services performed the prior month.
5. **CHANGE ORDERS.** The Contract Price may be changed only by a written Change Order. IDA, without invalidating the contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Price being adjusted accordingly. All such changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

The cost or credit to IDA resulting from a change in the Work shall be determined by mutual acceptance of a Unit Price for each additional site added to the Scope of Services pursuant to the hourly pricing set forth herein, or by Unit Price stated in the bid documents for any site removed from the Scope of Services. The hourly rate for additional mowing services is

\$\_\_\_\_\_ per hour, and the hourly rate for additional landscaping services is \$\_\_\_\_\_ per hour, and the hourly rate for installation of plants is \$\_\_\_\_\_ per hour.

**6. INSPECTION AND CORRECTION OF SERVICES.** All Services by Contractor will be monitored by an employee of The Development Group. Contractor's Work will be inspected from time to time and if not satisfactory, then said work shall be promptly corrected by Contractor, at Contractor's expense.

**7. CLEAN-UP AND REMOVAL OF DEBRIS.** Contractor shall keep the Services Areas in a clean and orderly condition, free from all refuse, rubbish, scrap materials, and debris caused by Contractor's operations, including that of its subcontractors or agents.

**8. DRUG-FREE WORKPLACE.** Contractor acknowledges that IDA is a drug-free workplace. Contractor covenants that all employees of Contractor working upon IDA property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

**9. WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including any specifications, provided to Contractor. Contractor shall complete the Services to the satisfaction of IDA. Contractor shall be responsible for the protection of all existing paving, buildings, utilities, and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the performance of the Services.

**10. LAWS AND REGULATIONS.** Contractor shall comply with all laws, statutes, ordinances, rules, orders, and regulations relating to performance of the Services and the protection of persons and property.

**11. INSPECTION.** Contractor has undertaken such inspections as it deems necessary to undertake the Services at the Contract Price set forth in paragraph 3.

**12. TERMINATION OF CONTRACT.** IDA may terminate this contract, in whole or in part, at any time and for any reason, upon 30 days written notice to Contractor. IDA may, by written notice, terminate this contract immediately, in whole or in part, at any time due to Contractor's failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required, or failure to undertake adequate safety measures during the performance of the Project. Upon notice of termination, Work shall be immediately discontinued (unless the notice directs otherwise), and all materials as may have been accumulated in performance of this contract, whether completed or in process, shall be delivered to the IDA. Upon termination for any reason, Contractor shall be compensated for Work satisfactorily performed through the date of termination; however, under no circumstance shall Contractor be paid for unperformed Work.

13. **WAIVER.** Waiver by IDA or Contractor of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

14. **INDEPENDENT CONTRACTOR.** The parties expressly recognize that the relationship between the IDA and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the IDA.

15. **INSURANCE.** Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by IDA:

- A. **COMPREHENSIVE GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:** Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.
- B. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** Contractor shall maintain automobile liability insurance with a limit of not less than \$500,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.
- C. **WORKERS' COMPENSATION:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws, The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- D. **EVIDENCE OF INSURANCE:** The Contractor shall furnish the IDA with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Hardee County Industrial Development Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the IDA before the commencement of any work activities.

16. **NOTICES.** Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IDA:

The Development Group  
107 East Main Street  
PO Box 458  
Wauchula, FL 33873

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

17. **ASSIGNMENT.** Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of IDA.

18. **ACCEPTANCE AND WARRANTY.** Acceptance of the Work and payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to IDA that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. If required by IDA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall be responsible for the technical accuracy of the Services it performs and documents it prepares, and neither IDA nor its agents shall be responsible for discovering deficiencies in such services or documents.

19. **DAMAGE TO PROPERTY.** Contractor agrees that all IDA or third party owned property that is damaged by Contractor’s personnel, agents, subcontractors or equipment shall be promptly repaired or replaced, at Contractor’s expense, and that IDA may withhold payment hereunder until the damage is repaired or replaced.

20. **TAXES.** Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

21. **PERMITS, LICENSURE, FEES, AND NOTICES.** Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or IDA observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this contract, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

Attachment: RFP - Landscaping IDA 2023 Final Draft (RFP for Lawn and Landscape Maintenance)

**22. RESPONSIBILITY FOR THOSE PERFORMING THE WORK.** Contractor shall be responsible to IDA for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

**23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction. It is the intention of both of the parties hereto that the provisions of this contract shall be severable in respect to a declaration of invalidity of any provisions hereof.

**24. SAFETY AND HEALTH REGULATIONS.** Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) All employees on the Work and all other persons who may be affected thereby; (ii) All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and (iii) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- C. Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.
- D. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, and promulgating safety regulations.

**25. CONTRACTOR'S INDEMNIFICATION AND HOLD HARMLESS.** Contractor hereby acknowledges and confirms that the Contract Price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify IDA and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the IDA, its directors, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all



costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the IDA, its directors, employees, representatives, agents, or volunteers. Any cost or expenses, including attorneys' fees (including appellate, bankruptcy or patent council fees), incurred by the IDA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the IDA, its directors, employees, representatives, agents, or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon Contract Price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

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

**27. BINDING EFFECT.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

**28. GOVERNING LAW.** This contract will be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles thereof, and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Hardee County, Florida.

**29. PUBLIC RECORDS.** Contractor shall comply with public records laws, including Chapter 119, Florida Statutes. Contractor shall: (1) Keep and maintain public records required by the IDA to perform the services herein. (2) Upon request, provide the IDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to IDA. (4) Upon completion of the contract, transfer, at no cost, to IDA all public records in possession of the Contractor or keep and maintain public records required by IDA to perform the service. If the Contractor transfers all public records to IDA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to IDA, upon request, in a format that is compatible with the information technology systems of IDA.



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

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

**31. PUBLIC ENTITY CRIMES.** By signing this contract, Contractor certifies that it has knowledge of and understands Florida Statute 287.133, including section (2)(a) which provides: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” Contractor certifies that it has and shall comply with the provisions of Florida Statute s. 287.133, and further certifies that neither it, nor its officers, directors, managers, executives, partners, shareholders, employees, members, or agents, nor its affiliates, are on the convicted vendor list.

**32. SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, Florida Statutes, by signing this agreement Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not participating in a boycott of Israel, and does not engage in business operations in Cuba or Syria. This contract may be immediately terminated by IDA if Contractor is found to have submitted a false certification, has been or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engages in business operations in Cuba or Syria, has been or is placed on the Scrutinized Companies that Boycott Israel List, or engages in a boycott of Israel.

**33. DISCRIMINATION.** Pursuant to Section 287.134, Florida Statutes, by signing this agreement, the Contractor certifies that neither it nor an affiliate have been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

34. **TIME**. Time is of the essence of this agreement.

35. **MULTIPLE ORIGINALS; AMENDMENT**. This contract is executed in multiple copies, each of which shall be deemed an original. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

**AGREED TO** this \_\_\_\_ day of \_\_\_\_\_, 2023.

*[SIGNATURE BLOCK TO BE ATTACHED]*

Attachment: RFP - Landscaping IDA 2023 Final Draft (RFP for Lawn and Landscape Maintenance)

Executive Report  
Appointment  
From the ClearLine  
Kristi Schierling, Office Manager

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

Attachments:

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

10:29 AM  
01/10/23  
Cash Basis

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

	Nov 30, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Wauchula State Bank	162,997.99
<b>Total Checking/Savings</b>	<b>162,997.99</b>
<b>Total Current Assets</b>	<b>162,997.99</b>
Fixed Assets	
Accum. Depreciation	-8,095.78
Office Equipment	10,657.17
<b>Total Fixed Assets</b>	<b>2,561.39</b>
<b>TOTAL ASSETS</b>	<b>165,559.38</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3010 - Unrestrict (retained earnings)	139,370.28
Net Income	26,189.10
<b>Total Equity</b>	<b>165,559.38</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>165,559.38</b>

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

10:33 AM  
01/10/23  
Cash Basis

**Hardee County Economic Development**  
**Profit & Loss**  
**November 2022**

---

	Nov 22
<b>Ordinary Income/Expense</b>	
Income	
Grants	15,000.00
Rent	1,000.00
Transfer In - IDA	150,000.00
	166,000.00
<b>Total Income</b>	<b>166,000.00</b>
Expense	
Marketing	20,000.00
023-0 · Life/Health Insurance	7,695.89
025-0 · Payroll Expenses	44,200.65
031-0 · Professional Services	1,559.51
040-0 · Travel	537.76
043-0 · Utilities	851.39
044-0 · Rentals/Leases	2,297.32
048-0 · Promotional	123.61
051-0 · Office Supplies	660.22
052-0 · Operating Supplies	299.79
054-0 · Books, Dues, & Subscriptions	2,631.89
	80,858.03
<b>Total Expense</b>	<b>80,858.03</b>
<b>Net Ordinary Income</b>	<b>85,141.97</b>
<b>Net Income</b>	<b>85,141.97</b>

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

10:38 AM

## Hardee County Industrial Development Authority

## Balance Sheet

As of November 30, 2022

01/10/23

Accrual Basis

	Nov 30, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	4,876,059.03
101013 · WSB Mosaic CD	6,130,289.24
101014 · WSB Mosaic Checking	8,036,318.37
Total Checking/Savings	19,042,666.64
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	37,097.16
Total Accounts Receivable	37,097.16
Other Current Assets	
133016 · R. Riverter LOC	151,506.80
Total Other Current Assets	151,506.80
Total Current Assets	19,231,270.60
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	216,275.27
240000 · Due to SR	-216,275.27
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	144,714.50
133111 · Due from State of Florida	0.42
Total Due From Other Governments	144,714.92
Total Other Assets	144,714.92
<b>TOTAL ASSETS</b>	<b>19,909,061.32</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
202000 · Accounts Payable	125,000.00
Total Accounts Payable	125,000.00
Other Current Liabilities	
220004 · Sales Tax Payable	11,185.16
220011 · Prepaid Rent - Tech River	36,000.00
220012 · Riveter Security Deposit	1,250.00
Total Other Current Liabilities	48,435.16
Total Current Liabilities	173,435.16
Total Liabilities	173,435.16

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

10:38 AM

## Hardee County Industrial Development Authority

## Balance Sheet

As of November 30, 2022

01/10/23

Accrual Basis

	<u>Nov 30, 22</u>
Equity	
Fund Balance	
3000 · Nonspendable	553,004.83
3001 · Restrictd for Economic Dev Proj	15,022,625.88
3003 · Unassigned	<u>2,370,224.04</u>
Total Fund Balance	17,945,854.75
32000 · Unrestricted Net Assets	-287,083.02
Net Income	<u>2,076,854.43</u>
Total Equity	<u>19,735,626.16</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>19,909,061.32</u></b>

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



10:39 AM

## Hardee County Industrial Development Authority

## Profit &amp; Loss

November 2022

01/10/23

Accrual Basis

	<u>Nov 22</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
361100 · Interest Income gen fd	3,588.32
361101 · Interest income Mosaic accts	5,098.35
362001 · Rental Income	51,711.11
369902 · Misc. Income Gen Fd	<u>2,315,368.28</u>
<b>Total Income</b>	<b>2,375,766.06</b>
<b>Expense</b>	
5193100 · Professional Fees Legal	31,609.17
5193400 · Landscaping and Grounds	4,300.00
5194301 · Utilities	1,718.36
519460 · Repairs and Maintenance GF	210.00
5194601 · Repairs and Maintenance	1,135.31
519480 · Advertising	128.13
5194903 · Property Taxes	157,650.95
519840 · Grant expenses	3,500.00
6000 · Capital Outlay	<u>-2,226,571.20</u>
<b>Total Expense</b>	<b>-2,026,319.28</b>
<b>Net Ordinary Income</b>	<b>4,402,085.34</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Sales Tax Collection Allowance	<u>101.80</u>
<b>Total Other Income</b>	<b>101.80</b>
<b>Net Other Income</b>	<b>101.80</b>
<b>Net Income</b>	<b><u><u>4,402,187.14</u></u></b>

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

10:41 AM

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

01/10/23

Accrual Basis

	Spec Building 9 EDA Grant (General Fund)	Administrative (General Fund)	Fla Hospital Overhead (General Fund)	Incubator Overhead (General Fund)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	5,432.67
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,432.67</b>
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	31,609.17	0.00	0.00
5193400 · Landscaping and Groun...	0.00	0.00	1,600.00	300.00
5194301 · Utilities	0.00	0.00	763.97	603.41
519460 · Repairs and Maintenance...	0.00	0.00	0.00	210.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
5194903 · Property Taxes	0.00	0.00	23,641.51	30,201.52
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	20,920.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>20,920.00</b>	<b>31,609.17</b>	<b>26,005.48</b>	<b>31,314.93</b>
<b>Net Ordinary Income</b>	<b>-20,920.00</b>	<b>-31,609.17</b>	<b>-26,005.48</b>	<b>-25,882.26</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	0.00	0.00	0.00	8.83
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.83</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.83</b>
<b>Net Income</b>	<b>-20,920.00</b>	<b>-31,609.17</b>	<b>-26,005.48</b>	<b>-25,873.43</b>

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

10:41 AM

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

01/10/23

Accrual Basis

	Property Management (General Fund)	Spec Buildings1 & 3(2275&22... (General Fund)	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	2,268.24	10,872.46	13,241.75	3,750.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>2,268.24</b>	<b>10,872.46</b>	<b>13,241.75</b>	<b>3,750.00</b>
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193400 · Landscaping and Groun...	1,200.00	0.00	0.00	0.00
5194301 · Utilities	189.45	0.00	0.00	59.53
519460 · Repairs and Maintenance...	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
5194903 · Property Taxes	7,150.40	33,941.36	20,305.83	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	3,606.53
<b>Total Expense</b>	<b>8,539.85</b>	<b>33,941.36</b>	<b>20,305.83</b>	<b>3,666.06</b>
<b>Net Ordinary Income</b>	<b>-6,271.61</b>	<b>-23,068.90</b>	<b>-7,064.08</b>	<b>83.94</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	1.00	17.67	30.00	6.09
<b>Total Other Income</b>	<b>1.00</b>	<b>17.67</b>	<b>30.00</b>	<b>6.09</b>
<b>Net Other Income</b>	<b>1.00</b>	<b>17.67</b>	<b>30.00</b>	<b>6.09</b>
<b>Net Income</b>	<b>-6,270.61</b>	<b>-23,051.23</b>	<b>-7,034.08</b>	<b>90.03</b>

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

10:41 AM

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

01/10/23

Accrual Basis

	Spec Bldg 10 (Pacer) (General Fund)	Winn Dixie Property - GF (General Fund)	General Fund - Other (General Fund)	Total General Fund
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
361100 · Interest Income gen fd	0.00	0.00	3,588.32	3,588.32
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	7,365.99	8,780.00	0.00	51,711.11
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>7,365.99</b>	<b>8,780.00</b>	<b>3,588.32</b>	<b>55,299.43</b>
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	0.00	0.00	31,609.17
5193400 · Landscaping and Groun...	0.00	1,200.00	0.00	4,300.00
5194301 · Utilities	0.00	0.00	0.00	1,616.36
519460 · Repairs and Maintenance...	0.00	0.00	0.00	210.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	128.13	128.13
5194903 · Property Taxes	3,951.53	38,458.80	0.00	157,650.95
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	24,526.53
<b>Total Expense</b>	<b>3,951.53</b>	<b>39,658.80</b>	<b>128.13</b>	<b>220,041.14</b>
<b>Net Ordinary Income</b>	<b>3,414.46</b>	<b>-30,878.80</b>	<b>3,460.19</b>	<b>-164,741.71</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	23.94	14.27	0.00	101.80
<b>Total Other Income</b>	<b>23.94</b>	<b>14.27</b>	<b>0.00</b>	<b>101.80</b>
<b>Net Other Income</b>	<b>23.94</b>	<b>14.27</b>	<b>0.00</b>	<b>101.80</b>
<b>Net Income</b>	<b>3,438.40</b>	<b>-30,864.53</b>	<b>3,460.19</b>	<b>-164,639.91</b>

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

10:41 AM

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

01/10/23

Accrual Basis

	Spec Bldg 11- Moye (Special Revenue)	Ag Test Plot (Special Revenue)	IDA Marketing Program (Special Revenue)	Spec Building 8- Riveter (Special Revenue)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic a...	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193400 · Landscaping and Groun...	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	102.00	0.00	0.00
519460 · Repairs and Maintenance...	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	1,135.31	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
5194903 · Property Taxes	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	3,500.00	0.00
6000 · Capital Outlay	5,000.00	0.00	0.00	59,270.55
<b>Total Expense</b>	<b>5,000.00</b>	<b>1,237.31</b>	<b>3,500.00</b>	<b>59,270.55</b>
<b>Net Ordinary Income</b>	<b>-5,000.00</b>	<b>-1,237.31</b>	<b>-3,500.00</b>	<b>-59,270.55</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	0.00	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-5,000.00</b>	<b>-1,237.31</b>	<b>-3,500.00</b>	<b>-59,270.55</b>

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

10:41 AM

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

01/10/23

Accrual Basis

	Special Revenue - Other (Special Revenue)	Total Special Revenue	TOTAL
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
361100 · Interest Income gen fd	0.00	0.00	3,588.32
361101 · Interest income Mosaic a...	5,098.35	5,098.35	5,098.35
362001 · Rental Income	0.00	0.00	51,711.11
369902 · Misc. Income Gen Fd	2,315,368.28	2,315,368.28	2,315,368.28
<b>Total Income</b>	2,320,466.63	2,320,466.63	2,375,766.06
<b>Expense</b>			
5193100 · Professional Fees Legal	0.00	0.00	31,609.17
5193400 · Landscaping and Groun...	0.00	0.00	4,300.00
5194301 · Utilities	0.00	102.00	1,718.36
519460 · Repairs and Maintenance...	0.00	0.00	210.00
5194601 · Repairs and Maintenance	0.00	1,135.31	1,135.31
519480 · Advertising	0.00	0.00	128.13
5194903 · Property Taxes	0.00	0.00	157,650.95
519840 · Grant expenses	0.00	3,500.00	3,500.00
6000 · Capital Outlay	-2,315,368.28	-2,251,097.73	-2,226,571.20
<b>Total Expense</b>	-2,315,368.28	-2,246,360.42	-2,026,319.28
<b>Net Ordinary Income</b>	4,635,834.91	4,566,827.05	4,402,085.34
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	0.00	0.00	101.80
<b>Total Other Income</b>	0.00	0.00	101.80
<b>Net Other Income</b>	0.00	0.00	101.80
<b>Net Income</b>	<b>4,635,834.91</b>	<b>4,566,827.05</b>	<b>4,402,187.14</b>

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

10:45 AM

## Hardee County Industrial Development Authority

## Balance Sheet

As of November 30, 2022

01/10/23

Accrual Basis

	<u>Nov 30, 22</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	4,629,524.02
Total Checking/Savings	<u>4,629,524.02</u>
Accounts Receivable	
Accounts Receivable	-139,833.58
Total Accounts Receivable	<u>-139,833.58</u>
Total Current Assets	<u>4,489,690.44</u>
<b>TOTAL ASSETS</b>	<b><u>4,489,690.44</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	6,212.88
Sales Tax Payable	60.00
Total Other Current Liabilities	<u>6,272.88</u>
Total Current Liabilities	<u>6,272.88</u>
Total Liabilities	6,272.88
Equity	
Retained Earnings	6,970,691.36
Net Income	<u>-2,487,273.80</u>
Total Equity	<u>4,483,417.56</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>4,489,690.44</u></b>

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

10:47 AM

## Hardee County Industrial Development Authority

## Profit &amp; Loss

November 2022

01/10/23

Accrual Basis

	Nov 22
Ordinary Income/Expense	
Income	
Interest Income	4,282.93
Total Income	4,282.93
Expense	
Capital Outlay	
Mancini	2,315,368.28
Total Capital Outlay	2,315,368.28
Grant Expenditures	
Administrative Funds	
Transfer Out- EDC	150,000.00
Total Administrative Funds	150,000.00
Hardee Co. Education Foundat...	12,432.43
Total Grant Expenditures	162,432.43
Rent Expense	19,110.20
Total Expense	2,496,910.91
Net Ordinary Income	-2,492,627.98
Net Income	<b>-2,492,627.98</b>

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



10:49 AM

01/10/23

Accrual Basis

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

	Gen Economic Dev Fd	Workforce Dev Fund	TOTAL
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Interest Income	4,282.93	0.00	4,282.93
<b>Total Income</b>	4,282.93	0.00	4,282.93
<b>Expense</b>			
<b>Capital Outlay</b>			
Mancini	2,315,368.28	0.00	2,315,368.28
<b>Total Capital Outlay</b>	2,315,368.28	0.00	2,315,368.28
<b>Grant Expenditures</b>			
<b>Administrative Funds</b>			
Transfer Out- EDC	150,000.00	0.00	150,000.00
<b>Total Administrative Funds</b>	150,000.00	0.00	150,000.00
Hardee Co. Education Foundat...	0.00	12,432.43	12,432.43
<b>Total Grant Expenditures</b>	150,000.00	12,432.43	162,432.43
<b>Rent Expense</b>	19,110.20	0.00	19,110.20
<b>Total Expense</b>	2,484,478.48	12,432.43	2,496,910.91
<b>Net Ordinary Income</b>	-2,480,195.55	-12,432.43	-2,492,627.98
<b>Net Income</b>	<b>-2,480,195.55</b>	<b>-12,432.43</b>	<b>-2,492,627.98</b>

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

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

Attachments:

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

10:34 AM  
01/10/23  
Cash Basis

**Hardee County Economic Development**  
**Balance Sheet**  
As of December 31, 2022

	Dec 31, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Wauchula State Bank	98,750.07
<b>Total Checking/Savings</b>	<b>98,750.07</b>
<b>Total Current Assets</b>	<b>98,750.07</b>
Fixed Assets	
Accum. Depreciation	-8,095.78
Office Equipment	10,657.17
<b>Total Fixed Assets</b>	<b>2,561.39</b>
<b>TOTAL ASSETS</b>	<b>101,311.46</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3010 - Unrestrict (retained earnings)	139,370.28
Net Income	-38,058.82
<b>Total Equity</b>	<b>101,311.46</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>101,311.46</b>

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

10:35 AM  
01/10/23  
Cash Basis

**Hardee County Economic Development**  
**Profit & Loss**  
December 2022

	Dec 22
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Rent	2,000.00
<b>Total Income</b>	2,000.00
<b>Expense</b>	
023-0 · Life/Health Insurance	7,695.89
025-0 · Payroll Expenses	45,676.00
031-0 · Professional Services	3,906.49
040-0 · Travel	39.70
043-0 · Utilities	825.88
044-0 · Rentals/Leases	2,297.32
045-0 · Insurance	1,072.56
048-0 · Promotional	85.60
051-0 · Office Supplies	2,251.50
052-0 · Operating Supplies	336.09
054-0 · Books, Dues, & Subscriptions	2,060.89
<b>Total Expense</b>	66,247.92
<b>Net Ordinary Income</b>	-64,247.92
<b>Net Income</b>	-64,247.92

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

10:41 AM

## Hardee County Industrial Development Authority

## Profit &amp; Loss

December 2022

01/10/23

Accrual Basis

	<u>Dec 22</u>
<b>Ordinary Income/Expense</b>	
Income	
337500 · EDA Proceeds Gen FD	20,920.00
361100 · Interest Income gen fd	3,039.06
361101 · Interest income Mosaic accts	6,228.01
362001 · Rental Income	51,679.86
369902 · Misc. Income Gen Fd	1,201.44
<b>Total Income</b>	<u>83,068.37</u>
Expense	
5193100 · Professional Fees Legal	25,364.75
5193102 · Professional Fees Engineeri...	2,800.00
5193105 · Professional Fees	851.00
519320 · Accounting and audit	4,877.19
5194301 · Utilities	2,129.59
519450 · Insurance Expense	53,048.56
519460 · Repairs and Maintenance GF	26,066.58
5194601 · Repairs and Maintenance	2,367.00
5195205 · Bank Service Charges Gen ...	1.00
519840 · Grant expenses	62,563.00
6000 · Capital Outlay	3,182,922.57
<b>Total Expense</b>	<u>3,362,991.24</u>
<b>Net Ordinary Income</b>	-3,279,922.87
<b>Other Income/Expense</b>	
Other Income	
Sales Tax Collection Allowance	28.61
<b>Total Other Income</b>	<u>28.61</u>
<b>Net Other Income</b>	<u>28.61</u>
<b>Net Income</b>	<u><u>-3,279,894.26</u></u>

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

10:42 AM

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

01/10/23

Accrual Basis

	Utilities Study- EDA Grant (General Fund)	Spec Building 9 EDA Grant (General Fund)	Administrative (General Fund)	Fla Hospital Overhead (General Fund)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
337500 · EDA Proceeds Gen FD	0.00	20,920.00	0.00	0.00
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic accts	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>0.00</b>	<b>20,920.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	0.00	25,364.75	0.00
5193102 · Professional Fees Engineer...	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	4,877.19	0.00
5194301 · Utilities	0.00	0.00	0.00	793.14
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00	490.33
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5195205 · Bank Service Charges Gen...	0.00	0.00	0.00	0.00
519840 · Grant expenses	58,503.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>58,503.00</b>	<b>0.00</b>	<b>30,241.94</b>	<b>1,283.47</b>
<b>Net Ordinary Income</b>	<b>-58,503.00</b>	<b>20,920.00</b>	<b>-30,241.94</b>	<b>-1,283.47</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	0.00	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-58,503.00</b>	<b>20,920.00</b>	<b>-30,241.94</b>	<b>-1,283.47</b>

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

10:42 AM

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

01/10/23

Accrual Basis

	Incubator Overhead (General Fund)	Mancini Overhead (General Fund)	Property Management (General Fund)	Spec Buildings1 & 3(2275&22... (General Fund)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
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 accts	0.00	0.00	0.00	0.00
362001 · Rental Income	5,432.67	0.00	2,236.99	10,872.46
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
<b>Total Income</b>	5,432.67	0.00	2,236.99	10,872.46
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193102 · Professional Fees Engineer...	0.00	0.00	0.00	0.00
5193105 · Professional Fees	0.00	0.00	0.00	1.00
519320 · Accounting and audit	0.00	0.00	0.00	0.00
5194301 · Utilities	881.07	0.00	562.18	0.00
519450 · Insurance Expense	20,035.91	30,047.65	0.00	2,965.00
519460 · Repairs and Maintenance GF	420.00	0.00	24,908.75	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5195205 · Bank Service Charges Gen...	1.00	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
<b>Total Expense</b>	21,337.98	30,047.65	25,470.93	2,966.00
<b>Net Ordinary Income</b>	-15,905.31	-30,047.65	-23,233.94	7,906.46
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	0.00	0.00	1.00	0.00
<b>Total Other Income</b>	0.00	0.00	1.00	0.00
<b>Net Other Income</b>	0.00	0.00	1.00	0.00
<b>Net Income</b>	<b>-15,905.31</b>	<b>-30,047.65</b>	<b>-23,232.94</b>	<b>7,906.46</b>

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

10:42 AM

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

01/10/23

Accrual Basis

	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)	Spec Building 9- Commerce P... (General Fund)	Spec Bldg 10 (Pacer) (General Fund)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
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 accts	0.00	0.00	0.00	0.00
362001 · Rental Income	13,241.75	3,750.00	0.00	7,365.99
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>13,241.75</b>	<b>3,750.00</b>	<b>0.00</b>	<b>7,365.99</b>
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193102 · Professional Fees Engineer...	0.00	0.00	2,800.00	0.00
5193105 · Professional Fees	0.00	850.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00	0.00
5194301 · Utilities	0.00	-166.80	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5195205 · Bank Service Charges Gen...	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
<b>Total Expense</b>	<b>0.00</b>	<b>683.20</b>	<b>2,800.00</b>	<b>0.00</b>
<b>Net Ordinary Income</b>	<b>13,241.75</b>	<b>3,066.80</b>	<b>-2,800.00</b>	<b>7,365.99</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	21.52	6.09	0.00	0.00
<b>Total Other Income</b>	<b>21.52</b>	<b>6.09</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>21.52</b>	<b>6.09</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>13,263.27</b>	<b>3,072.89</b>	<b>-2,800.00</b>	<b>7,365.99</b>

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



10:42 AM

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

01/10/23

Accrual Basis

	Winn Dixie Property - GF (General Fund)	General Fund - Other (General Fund)	Total General Fund	Spec Bldg 11- Moye (Special Revenue)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
337500 · EDA Proceeds Gen FD	0.00	0.00	20,920.00	0.00
361100 · Interest Income gen fd	0.00	3,039.06	3,039.06	0.00
361101 · Interest Income Mosaic accts	0.00	0.00	0.00	0.00
362001 · Rental Income	8,780.00	0.00	51,679.86	0.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>8,780.00</b>	<b>3,039.06</b>	<b>75,638.92</b>	<b>0.00</b>
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	0.00	25,364.75	0.00
5193102 · Professional Fees Engineer...	0.00	0.00	2,800.00	0.00
5193105 · Professional Fees	0.00	0.00	851.00	0.00
519320 · Accounting and audit	0.00	0.00	4,877.19	0.00
5194301 · Utilities	0.00	0.00	2,069.59	0.00
519450 · Insurance Expense	0.00	0.00	53,048.56	0.00
519460 · Repairs and Maintenance GF	247.50	0.00	26,066.58	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5195205 · Bank Service Charges Gen...	0.00	0.00	1.00	0.00
519840 · Grant expenses	0.00	0.00	58,503.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	800,185.81
<b>Total Expense</b>	<b>247.50</b>	<b>0.00</b>	<b>173,581.67</b>	<b>800,185.81</b>
<b>Net Ordinary Income</b>	<b>8,532.50</b>	<b>3,039.06</b>	<b>-97,942.75</b>	<b>-800,185.81</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	0.00	0.00	28.61	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>28.61</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>28.61</b>	<b>0.00</b>
<b>Net Income</b>	<b>8,532.50</b>	<b>3,039.06</b>	<b>-97,914.14</b>	<b>-800,185.81</b>

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

10:42 AM

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

01/10/23

Accrual Basis

	126 W Main Utilitech (Special Revenue)	Ag Test Plot (Special Revenue)	IDA Marketing Program (Special Revenue)	Spec Building 8- Riveter (Special Revenue)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
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 accts	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	1,201.44	0.00	0.00
<b>Total Income</b>	<b>0.00</b>	<b>1,201.44</b>	<b>0.00</b>	<b>0.00</b>
<b>Expense</b>				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193102 · Professional Fees Engineer...	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
5194301 · Utilities	0.00	60.00	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance GF	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	2,367.00	0.00	0.00
5195205 · Bank Service Charges Gen...	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	4,060.00	0.00
6000 · Capital Outlay	13,092.51	0.00	0.00	54,275.97
<b>Total Expense</b>	<b>13,092.51</b>	<b>2,427.00</b>	<b>4,060.00</b>	<b>54,275.97</b>
<b>Net Ordinary Income</b>	<b>-13,092.51</b>	<b>-1,225.56</b>	<b>-4,060.00</b>	<b>-54,275.97</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Sales Tax Collection Allowance	0.00	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-13,092.51</b>	<b>-1,225.56</b>	<b>-4,060.00</b>	<b>-54,275.97</b>

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

10:42 AM

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

01/10/23

Accrual Basis

	Special Revenue - Other (Special Revenue)	Total Special Revenue	TOTAL
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
337500 · EDA Proceeds Gen FD	0.00	0.00	20,920.00
361100 · Interest Income gen fd	0.00	0.00	3,039.06
361101 · Interest income Mosaic accts	6,228.01	6,228.01	6,228.01
362001 · Rental Income	0.00	0.00	51,679.86
369902 · Misc. Income Gen Fd	0.00	1,201.44	1,201.44
<b>Total Income</b>	<b>6,228.01</b>	<b>7,429.45</b>	<b>83,068.37</b>
<b>Expense</b>			
5193100 · Professional Fees Legal	0.00	0.00	25,364.75
5193102 · Professional Fees Engineer...	0.00	0.00	2,800.00
5193105 · Professional Fees	0.00	0.00	851.00
519320 · Accounting and audit	0.00	0.00	4,877.19
5194301 · Utilities	0.00	60.00	2,129.59
519450 · Insurance Expense	0.00	0.00	53,048.56
519460 · Repairs and Maintenance GF	0.00	0.00	26,066.58
5194601 · Repairs and Maintenance	0.00	2,367.00	2,367.00
5195205 · Bank Service Charges Gen...	0.00	0.00	1.00
519840 · Grant expenses	0.00	4,060.00	62,563.00
6000 · Capital Outlay	2,315,368.28	3,182,922.57	3,182,922.57
<b>Total Expense</b>	<b>2,315,368.28</b>	<b>3,189,409.57</b>	<b>3,362,991.24</b>
<b>Net Ordinary Income</b>	<b>-2,309,140.27</b>	<b>-3,181,980.12</b>	<b>-3,279,922.87</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Sales Tax Collection Allowance	0.00	0.00	28.61
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>28.61</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>28.61</b>
<b>Net Income</b>	<b>-2,309,140.27</b>	<b>-3,181,980.12</b>	<b>-3,279,894.26</b>

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

10:43 AM

## Hardee County Industrial Development Authority

## Balance Sheet

As of December 31, 2022

01/10/23

Accrual Basis

	Dec 31, 22
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
101009 · WSB Sales (GF)	2,372,702.70
101013 · WSB Mosaic CD	6,130,641.94
101014 · WSB Mosaic Checking	7,172,915.07
<b>Total Checking/Savings</b>	<b>15,676,259.71</b>
Accounts Receivable	
115001 · Accounts Receivable Rental Inc	25,253.30
<b>Total Accounts Receivable</b>	<b>25,253.30</b>
Other Current Assets	
133016 · R. Riverter LOC	146,744.12
<b>Total Other Current Assets</b>	<b>146,744.12</b>
<b>Total Current Assets</b>	<b>15,848,257.13</b>
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
<b>Total Land Available for Sale</b>	<b>533,075.80</b>
<b>Total Fixed Assets</b>	<b>533,075.80</b>
Other Assets	
Due From Other Funds	
140001 · Due from GF	216,275.27
240000 · Due to SR	-216,275.27
<b>Total Due From Other Funds</b>	<b>0.00</b>
Due From Other Governments	
133001 · Due from EDA	125,000.00
133111 · Due from State of Florida	0.42
<b>Total Due From Other Governments</b>	<b>125,000.42</b>
<b>Total Other Assets</b>	<b>125,000.42</b>
<b>TOTAL ASSETS</b>	<b>16,506,333.35</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	13,351.45
220011 · Prepaid Rent - Tech River	36,000.00
220012 · Riveter Security Deposit	1,250.00
<b>Total Other Current Liabilities</b>	<b>50,601.45</b>
<b>Total Current Liabilities</b>	<b>50,601.45</b>
<b>Total Liabilities</b>	<b>50,601.45</b>
Equity	
Fund Balance	
3000 · Nonspendable	553,004.83
3001 · Restrictd for Economic Dev Proj	15,022,625.88

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

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## Hardee County Industrial Development Authority

01/10/23

**Balance Sheet**

Accrual Basis

As of December 31, 2022

	<u>Dec 31, 22</u>
3003 - Unassigned	<u>2,370,224.04</u>
Total Fund Balance	17,945,854.75
32000 - Unrestricted Net Assets	-287,083.02
Net Income	<u>-1,203,039.83</u>
Total Equity	<u>16,455,731.90</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>16,506,333.35</u></b>

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## Hardee County Industrial Development Authority

## Balance Sheet

As of December 31, 2022

01/10/23

Accrual Basis

	<u>Dec 31, 22</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Ona Mine- Mosaic	4,584,174.69
Total Checking/Savings	4,584,174.69
Accounts Receivable	
Accounts Receivable	234,455.01
Total Accounts Receivable	234,455.01
Total Current Assets	4,818,629.70
<b>TOTAL ASSETS</b>	<b><u>4,818,629.70</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accounts Payable	6,212.88
Sales Tax Payable	22,903.91
Total Other Current Liabilities	29,116.79
Total Current Liabilities	29,116.79
Total Liabilities	29,116.79
Equity	
Retained Earnings	6,970,691.36
Net Income	-2,181,178.45
Total Equity	4,789,512.91
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>4,818,629.70</u></b>

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

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## Hardee County Industrial Development Authority

## Profit &amp; Loss

December 2022

01/10/23

Accrual Basis

	<u>Dec 22</u>
Ordinary Income/Expense	
Income	
Interest Income	3,928.55
Rental Income	<u>325,654.38</u>
Total Income	329,582.93
Expense	
Grant Expenditures	
Hardee Co. Education Foundat...	6,212.88
Housing Study	<u>43,065.00</u>
Total Grant Expenditures	49,277.88
Insurance Expense	-6,680.10
Property Taxes	<u>-19,110.20</u>
Total Expense	23,487.58
Net Ordinary Income	<u>306,095.35</u>
Net Income	<u><u>306,095.35</u></u>

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

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

01/10/23

Accrual Basis

	Gen Economic Dev Fd	Infrastructure Dev Fu...	Workforce Dev Fund	Unclassified	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Interest Income	0.00	0.00	0.00	3,928.55	3,928.55
Rental Income	325,654.38	0.00	0.00	0.00	325,654.38
<b>Total Income</b>	<b>325,654.38</b>	<b>0.00</b>	<b>0.00</b>	<b>3,928.55</b>	<b>329,582.93</b>
<b>Expense</b>					
<b>Grant Expenditures</b>					
Hardee Co. Education Foundat...	0.00	0.00	6,212.88	0.00	6,212.88
Housing Study	0.00	43,065.00	0.00	0.00	43,065.00
<b>Total Grant Expenditures</b>	<b>0.00</b>	<b>43,065.00</b>	<b>6,212.88</b>	<b>0.00</b>	<b>49,277.88</b>
Insurance Expense	-6,680.10	0.00	0.00	0.00	-6,680.10
Property Taxes	-19,110.20	0.00	0.00	0.00	-19,110.20
<b>Total Expense</b>	<b>-25,790.30</b>	<b>43,065.00</b>	<b>6,212.88</b>	<b>0.00</b>	<b>23,487.58</b>
<b>Net Ordinary Income</b>	<b>351,444.68</b>	<b>-43,065.00</b>	<b>-6,212.88</b>	<b>3,928.55</b>	<b>306,095.35</b>
<b>Net Income</b>	<b>351,444.68</b>	<b>-43,065.00</b>	<b>-6,212.88</b>	<b>3,928.55</b>	<b>306,095.35</b>

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