

Agenda

Hardee County Economic Development Council Hardee County Industrial Development Authority

Regular Meeting

March 9, 2023 at 8:30 AM

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

Board Members

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



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

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March 9, 2023

1. CALL TO ORDER

2. APPROVAL OF AGENDA

PLEASE TURN OFF CELL PHONES

- 3. APPROVAL OF MINUTES
 - 1. Lee Mikell -February 2023 Minutes

ACTION RECOMMENDED: Motion to approve the February 2023 minutes as presented.

4. AGENDA ITEMS

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

ACTION RECOMMENDED: Motion to award contract to Krause Services and authorize the Chair or Vice Chair to sign contract.

2. Denise Grimsley -Funding of Economic Impact Study

ACTION RECOMMENDED: Motion to approve funding for the Hardee County Economic and Land Use Study in the amount not to exceed \$130,000.

5. UPDATES

1. Justin Smith - Executive Report

6. FINANCIAL REPORT

1. Kristi Schierling -February 2023 EDC/IDA Financials

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

- 7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS
- 8. ADJOURNMENT

February 2023 Minutes Appointment From the ClearLine Kristi Schierling, Office Manager

Attachments: February 2023



Minutes

Hardee County Economic Development Council Hardee County Industrial Development Authority

Regular Meeting

February 9, 2023 at 8:30 AM

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

Board Members

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



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

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February 9, 2023

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

1. Motion to approve the agenda as printed

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

ABSENT: Green

3. APPROVAL OF MINUTES

1. Lee Mikell -January 2023 Minutes

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

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

ABSENT: Green

4. AGENDA ITEMS

1. Sarah Evers -RFQ #1 for Construction Management Services

Sarah Evers thoroughly reviewed the RFQ with the board. The due date is April 3, 2023 at 2pm. Questions are due to Kristi Schierling in writing by March 24, 2023 at 3pm. The term will be for one year, which shall automatically renew on an annual basis unless otherwise terminated. Scope of services, submittal process, and selection and evaluation were reviewed also.

A motion was made and seconded to approve staff to issue the RFQ, negotiate the terms of the contract, and come back to the board with final approval.

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

ABSENT: Green

2. Justin Smith - Extension to Agreement for Legal Representation and Fees

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

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February 9, 2023

Justin Smith explained that out agreement with Swaine, Harris, & Wohl can be extended year to year. This extension will run from February 2023 to February 2024. Staff recommends approval.

A motion was made and seconded to approve extending our legal agreement with Swaine, Harris & Wohl through February 2024 and authorizing the Chair or Vice Chair to sign.

Calli Ward abstained from voting due to a perceived conflict. Her sister works for Swaine, Harris & Wohl.

RESULT: APPROVED [3 TO 0]

MOVER: Barney Cherry, Vice-Chairman SECONDER: Gene Davis, Board Member AYES: Mikell, Cherry, Davis

ABSTAIN: Ward **ABSENT:** Green

5. EXECUTIVE REPORT

1. **Justin Smith** -Executive Report

Sarah Evers gave an update on the utilities feasibility study. The EDA will hear the findings of the report on February 28th at the meeting. Justin Smith noted that construction is complete at 126 W. Main. We are just waiting on final inspection. Exterior work is now being done at Riveter. It was decided to go with a single color exterior. The historic committee will vote on this next Monday. The exterior brink wall was found to be unsafe by the engineers. Staff is having weekly meetings and providing data to the team working on the Land Use Study. Justin Smith attend the Broadband Summit. Denise Grimsley let the board know that she and Krystin Chapman have been speaking to different groups in the community. We want the community to be engaged.

6. FINANCIAL REPORT

1. Kristi Schierling -January 2023 EDC/IDA Financials

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

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

ABSENT: Green

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

Landscape Contract for Award- Staff recommends Krause Grove Service, Inc Appointment From the ClearLine Kristi Schierling, Office Manager

Attachments: Landscape contract 2023

SERVICES CONTRACT

(Mowing and Landscape Maintenance)

	THIS	IS	AN	AGREEMENT	between	the	HARDEE	COUNTY	INDU	STRIAL
DEVE	LOPM	EN'	ΓAU	THORITY, a bo	dy politic	and	corporate of	the State of	f Florid	a, (herein
called	"IDA	.")	and	KRAUSE	GROVE		ERVICE,	INC	, a	Florida
corp	oration		_ (her	ein called "Contra	actor").					

- **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. <u>WORK</u>. 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#_01__, 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").
- **TERM**. The initial term of the contract is for one (1) years, beginning __March 9, 2023__ and ending __March 8, 2024_____, 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 \$_4475.00_ 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.
- **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 \$_135.00_ per hour, and the hourly rate for additional landscaping services is \$_35.00_ per hour, and the hourly rate for installation of plants is \$_22.50_ 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. <u>CLEAN-UP AND REMOVAL OF DEBRIS</u>. 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.
- **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.** <u>LAWS AND REGULATIONS</u>. 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.** <u>INSPECTION</u>. Contractor has undertaken such inspections as it deems necessary to undertake the Services at the Contract Price set forth in paragraph 3.
- **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. <u>COMMERCIAL AUTOMOBILE LIABILITY INSURANCE</u>: 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. <u>WORKERS' COMPENSATION</u>: 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. <u>EVIDENCE OF INSURANCE</u>: 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:
Krause Grove Service, Inc	The Development Group
2807 Ralph Johns Rd	107 East Main Street
Wauchula, FL 33873	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.** <u>TAXES</u>. 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.
- **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.** <u>SAFETY AND HEALTH REGULATIONS</u>. 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 subsubcontractors; 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.
- **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 is of the essence of this agreement.

ROVE SERVICE, INC	HARDEE COUNTY INDUSTRIAL
CED TO this _9 day of _March	, 2023.
uted by each party.	
of shall be binding unless the same is	in writing, dated subsequent to the date hereof,
	No amendment, modification, or alteration of
	of shall be binding unless the same is atted by each party.

BY:_____

BY:_____LEE MIKELL, CHAIR

Funding of Economic Impact Study Appointment From the ClearLine Kristi Schierling, Office Manager Executive Report Appointment From the ClearLine Kristi Schierling, Office Manager February 2023 EDC/IDA Financials Appointment From the ClearLine Kristi Schierling, Office Manager

Attachments:

EDC Balance Sheet

EDC Profit and Loss

IDA Balance Sheet

IDA Profit and Loss

IDA Profit and Loss by Class

Ona Mine Balance Sheet

Ona Mine Profit and Loss

Ona Mine Profit and Loss by Class

10:36 AM 03/06/23 Cash Basis

Hardee County Economic Development Balance Sheet

As of February 28, 2023

	Feb 28, 23
ASSETS Current Assets Checking/Savings	
Wauchula State Bank	262,010.80
Total Checking/Savings	262,010.80
Other Current Assets 1112 · Due from IDA	-325,654.38
Total Other Current Assets	-325,654.38
Total Current Assets	-63,643.58
Fixed Assets Accum. Depreciation Office Equipment	-11,409.75 36,707.54
Total Fixed Assets	25,297.79
TOTAL ASSETS	-38,345.79
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 2010 · Accounts payable	6,013.73
Total Accounts Payable	6,013.73
Total Current Liabilities	6,013.73
Total Liabilities	6,013.73
Equity 3010 · Unrestrict (retained earnings) Net Income	144,316.53 -188,676.05
Total Equity	-44,359.52
TOTAL LIABILITIES & EQUITY	-38,345.79

10:36 AM 03/06/23 Cash Basis

Hardee County Economic Development **Profit & Loss**

February 2023

	Feb 23
Ordinary Income/Expense	
Income	
Rent	1,000.00
Total Income	1,000.00
Expense	
023-0 · Life/Health Insurance	7,695.89
025-0 · Payroll Expenses	47,142.62
031-0 · Professional Services	4,253.38
040-0 · Travel	121.48
043-0 · Utilities	588.62
044-0 · Rentals/Leases	2,297.32
048-0 · Promotional	26.20
051-0 · Office Supplies	555.24
052-0 · Operating Supplies	236.65
054-0 · Books, Dues, & Subscriptions	6,857.02
8500 · Misc expenses	51.10
Total Expense	69,825.52
Net Ordinary Income	-68,825.52
Net Income	-68,825.52

Hardee County Industrial Development Authority Balance Sheet

As of February 28, 2023

	Feb 28, 23
ASSETS	
Current Assets	
Checking/Savings 101009 · WSB Sales (GF)	2,414,892.37
101013 · WSB Mosaic CD	6,131,370.92
101014 · WSB Mosaic Checking	6,993,946.34
Total Checking/Savings	15,540,209.63
Accounts Receivable 115001 · Accounts Receivable Rental Inc	22,783.96
Total Accounts Receivable	22,783.96
Other Current Assets 133016 · R. Riverter LOC	147,049.74
Total Other Current Assets	147,049.74
Total Current Assets	15,710,043.33
Fixed Assets	
Land Available for Sale	
161908 · Original Purchase Hwy 62 Pro	887,943.00
161909 · Original Purchase Park Impro 161910 · Terrell Property	16,911.87 1,141,500.00
161911 · Original Purchase less props	-852,300.81
161912 · Contribution of Lot 13B/improv	90,621.74
161913 · Fair value writedown - FYE 20	-526,600.00
161914 · Fair Value writedown - FYE 20	-225,000.00
Total Land Available for Sale	533,075.80
Total Fixed Assets	533,075.80
Other Assets	
Due From Other Funds	
140001 - Due from GF	687,581.49
240000 · Due to SR	-687,581.49
Total Due From Other Funds	0.00
Due From Other Governments	
133001 · Due from EDA	66,497.00
133111 · Due from State of Florida	0.42
Total Due From Other Governments	66,497.42
Total Other Assets	66,497.42
TOTAL ASSETS	16,309,616.55
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
220004 · Sales Tax Payable	13,105.21
220011 · Prepaid Rent - Tech River	6,000.00
220012 · Riveter Security Deposit	1,250.00
Total Other Current Liabilities	20,355.21
Total Current Liabilities	20,355.21
Total Liabilities	20,355.21
Equity	
Fund Balance	
3000 · Nonspendable	615,385.83
3001 · Restriced for Economic Dev Proj	14,383,272.88

Hardee County Industrial Development Authority Balance Sheet

As of February 28, 2023

	Feb 28, 23
3003 · Unassigned	1,913,356.04
Total Fund Balance	16,912,014.75
32000 · Unrestricted Net Assets Net Income	714,919.13 -1,337,672.54
Total Equity	16,289,261.34
TOTAL LIABILITIES & EQUITY	16,309,616.55

Hardee County Industrial Development Authority **Profit & Loss**

February 2023

	Feb 23
Ordinary Income/Expense	
Income	
361100 · Interest Income gen fd	1,852.14
361101 · Interest income Mosaic accts	5,759.93
362001 - Rental Income	56,019.44
369902 · Misc. Income Gen Fd	1,000.00
Total Income	64,631.51
Expense	
5193100 · Professional Fees Legal	2,261.03
5193103 · Professional fees appraisals	3,500.00
519320 · Accounting and audit	6,865.75
5193400 · Landscaping and Grounds	2,150.00
5194301 · Utilities	2,151.38
519450 · Insurance Expense	3,646.50
519460 · Repairs and Maintenance GF	210.00
5194601 · Repairs and Maintenance	297.50
519480 · Advertising	126.56
5194920 · Permit Fees Gen Fd	25.00
5194921 · Permit Fees Mosaic	383.00
519840 · Grant expenses	19,672.50
6000 ⋅ Capital Outlay	166,451.68
Total Expense	207,740.90
Net Ordinary Income	-143,109.39
Other Income/Expense Other Income	
Sales Tax Collection Allowance	76.12
Total Other Income	76.12
Net Other Income	76.12
Net Income	-143,033.27

	126 W. Main Overhead (General Fund)	Utilities Study- EDA Grant (General Fund)	Administrative (General Fund)	Fla Hospital Overhead (General Fund)
Ordinary Income/Expense Income				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic ac	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	0.00	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
Total Income	0.00	0.00	0.00	0.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	2,261.03	0.00
5193103 · Professional fees apprai	0.00	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	6,865.75	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00	800.00
5194301 · Utilities	203.98	0.00	0.00	765.79
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
5194920 · Permit Fees Gen Fd	0.00	0.00	0.00	0.00
5194921 · Permit Fees Mosaic	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	19,672.50	0.00	0.00
6000 ⋅ Capital Outlay	0.00	0.00	0.00	0.00
Total Expense	203.98	19,672.50	9,126.78	1,565.79
Net Ordinary Income	-203.98	-19,672.50	-9,126.78	-1,565.79
Other Income/Expense Other Income				
Sales Tax Collection Allowance	0.00	0.00	0.00	0.00
Total Other Income	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00
Net Income	-203.98	-19,672.50	-9,126.78	-1,565.79

_	Incubator Overhead (General Fund)	Property Management (General Fund)	Spec Buildings1 & 3(2275&22 (General Fund)	Spec Building 4 (TechRiver) (General Fund)
Ordinary Income/Expense				
Income				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic ac	0.00	0.00	0.00	0.00
362001 · Rental Income	3,741.00	2,268.24	10,872.46	6,000.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
Total Income	3,741.00	2,268.24	10,872.46	6,000.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193103 · Professional fees apprai	0.00	0.00	0.00	0.00
519320 · Accounting and audit	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	150.00	600.00	0.00	0.00
5194301 · Utilities	591.84	379.06	0.00	0.00
519450 · Insurance Expense	0.00	3,646.50	0.00	0.00
519460 · Repairs and Maintenance	210.00	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
5194920 · Permit Fees Gen Fd	0.00	25.00	0.00	0.00
5194921 · Permit Fees Mosaic	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	28,475.00	0.00	0.00
Total Expense	951.84	33,125.56	0.00	0.00
Net Ordinary Income	2,789.16	-30,857.32	10,872.46	6,000.00
Other Income/Expense Other Income				
Sales Tax Collection Allowance	1.71	1.00	17.67	0.00
Total Other Income	1.71	1.00	17.67	0.00
Net Other Income	1.71	1.00	17.67	0.00
Net Income	2,790.87	-30,856.32	10,890.13	6,000.00

	Spec Building 5 (2280) (General Fund)	Spec Building 8- Riveter (General Fund)	Spec Bldg 10 (Pacer) (General Fund)	Winn Dixie Property - GF (General Fund)
Ordinary Income/Expense Income				
361100 · Interest Income gen fd	0.00	0.00	0.00	0.00
361101 · Interest income Mosaic ac	0.00	0.00	0.00	0.00
362001 · Rental Income	13,241.75	3,750.00	7,365.99	8,780.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	0.00
Total Income	13,241.75	3,750.00	7,365.99	8,780.00
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	0.00
5193103 · Professional fees apprai	0.00	0.00	0.00	3,500.00
519320 · Accounting and audit	0.00	0.00	0.00	0.00
5193400 · Landscaping and Grounds	0.00	0.00	0.00	600.00
5194301 · Utilities	0.00	85.71	0.00	0.00
519450 · Insurance Expense	0.00	0.00	0.00	0.00
519460 · Repairs and Maintenance	0.00	0.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	0.00
519480 · Advertising	0.00	0.00	0.00	0.00
5194920 · Permit Fees Gen Fd	0.00	0.00	0.00	0.00
5194921 · Permit Fees Mosaic	0.00	0.00	0.00	0.00
519840 · Grant expenses	0.00	0.00	0.00	0.00
6000 · Capital Outlay	0.00	0.00	0.00	0.00
Total Expense	0.00	85.71	0.00	4,100.00
Net Ordinary Income	13,241.75	3,664.29	7,365.99	4,680.00
Other Income/Expense Other Income				
Sales Tax Collection Allowance	21.52	6.09	11.97	16.16
Total Other Income	21.52	6.09	11.97	16.16
_				
Net Other Income	21.52	6.09	11.97	16.16
Net Income	13,263.27	3,670.38	7,377.96	4,696.16

	General Fund - Other (General Fund)	Total General Fund	126 W Main Utilitech (Special Revenue)	Ag Test Plot (Special Revenue)
Ordinary Income/Expense Income				
361100 · Interest Income gen fd	1,852.14	1,852.14	0.00	0.00
361101 · Interest income Mosaic ac	0.00	0.00	0.00	0.00
362001 · Rental Income	0.00	56,019.44	0.00	0.00
369902 · Misc. Income Gen Fd	0.00	0.00	0.00	1,000.00
Total Income	1,852.14	57,871.58	0.00	1,000.00
Expense				
5193100 · Professional Fees Legal	0.00	2,261.03	0.00	0.00
5193103 · Professional fees apprai	0.00	3,500.00	0.00	0.00
519320 · Accounting and audit	0.00	6,865.75	0.00	0.00
5193400 · Landscaping and Grounds	0.00	2,150.00	0.00	0.00
5194301 · Utilities	0.00	2,026.38	0.00	125.00
519450 · Insurance Expense	0.00	3,646.50	0.00	0.00
519460 · Repairs and Maintenance	0.00	210.00	0.00	0.00
5194601 · Repairs and Maintenance	0.00	0.00	0.00	297.50
519480 · Advertising	126.56	126.56	0.00	0.00
5194920 · Permit Fees Gen Fd	0.00	25.00	0.00	0.00
5194921 · Permit Fees Mosaic	0.00	0.00	279.00	0.00
519840 · Grant expenses	0.00	19,672.50	0.00	0.00
6000 · Capital Outlay	0.00	28,475.00	39,077.82	0.00
Total Expense	126.56	68,958.72	39,356.82	422.50
Net Ordinary Income	1,725.58	-11,087.14	-39,356.82	577.50
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	76.12	0.00	0.00
Total Other Income	0.00	76.12	0.00	0.00
Net Other Income	0.00	76.12	0.00	0.00
Net Income	1,725.58	-11,011.02	-39,356.82	577.50

	Spec Building 8- Riveter (Special Revenue)	Special Revenue - Other (Special Revenue)	Total Special Revenue	TOTAL
_	(Special Reveilue)	(Special Revenue)	Total Special Revenue	TOTAL
Ordinary Income/Expense Income				
361100 · Interest Income gen fd	0.00	0.00	0.00	1,852.14
361101 · Interest income Mosaic ac	0.00	5,759.93	5,759.93	5,759.93
362001 · Rental Income	0.00	0.00	0.00	56,019.44
369902 · Misc. Income Gen Fd	0.00	0.00	1,000.00	1,000.00
Total Income	0.00	5,759.93	6,759.93	64,631.51
Expense				
5193100 · Professional Fees Legal	0.00	0.00	0.00	2,261.03
5193103 · Professional fees apprai	0.00	0.00	0.00	3,500.00
519320 · Accounting and audit	0.00	0.00	0.00	6,865.75
5193400 · Landscaping and Grounds	0.00	0.00	0.00	2,150.00
5194301 · Utilities	0.00	0.00	125.00	2,151.38
519450 · Insurance Expense	0.00	0.00	0.00	3,646.50
519460 · Repairs and Maintenance	0.00	0.00	0.00	210.00
5194601 · Repairs and Maintenance	0.00	0.00	297.50	297.50
519480 · Advertising	0.00	0.00	0.00	126.56
5194920 · Permit Fees Gen Fd	0.00	0.00	0.00	25.00
5194921 · Permit Fees Mosaic	104.00	0.00	383.00	383.00
519840 · Grant expenses	0.00	0.00	0.00	19,672.50
6000 · Capital Outlay	98,898.86	0.00	137,976.68	166,451.68
Total Expense	99,002.86	0.00	138,782.18	207,740.90
Net Ordinary Income	-99,002.86	5,759.93	-132,022.25	-143,109.39
Other Income/Expense				
Other Income				
Sales Tax Collection Allowance	0.00	0.00	0.00	76.12
Total Other Income	0.00	0.00	0.00	76.12
Net Other Income	0.00	0.00	0.00	76.12
Net Income	-99,002.86	5,759.93	-132,022.25	-143,033.27

Hardee County Industrial Development Authority Balance Sheet

As of February 28, 2023

	Feb 28, 23
ASSETS Current Assets Checking/Savings Ona Mine- Mosaic	4,523,262.78
Total Checking/Savings	4,523,262.78
Other Current Assets Rent receivable Undeposited Funds	279,954.60 23,489.88
Total Other Current Assets	303,444.48
Total Current Assets	4,826,707.26
TOTAL ASSETS	4,826,707.26
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Accounts Payable Deferred Inflow Sales Tax Payable	20,545.53 205,990.71 2,927.30
Total Other Current Liabilities	229,463.54
Total Current Liabilities	229,463.54
Total Liabilities	229,463.54
Equity Retained Earnings Net Income	7,030,382.60 -2,433,138.88
Total Equity	4,597,243.72
TOTAL LIABILITIES & EQUITY	4,826,707.26

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Accrual Basis

Hardee County Industrial Development Authority Profit & Loss

February 2023

	Feb 23
Ordinary Income/Expense	
Income	
Interest Income	3,470.29
Rental Income	22,056.23
Total Income	25,526.52
Net Ordinary Income	25,526.52
Net Income	25,526.52

	Gen Economic Dev	TOTAL
Ordinary Income/Expe Income		
Interest Income	3,470.29	3,470.29
Rental Income	22,056.23	22,056.23
Total Income	25,526.52	25,526.52
Net Ordinary Income	25,526.52	25,526.52
Net Income	25,526.52	25,526.52