



AGENDA

Economic Development Council/Industrial Development Authority

EDC/IDA REGULAR MEETING

September 10, 2026, at 8:30 AM

**COMMISSION CHAMBERS, 412 WEST ORANGE STREET, ROOM 102,
WAUCHULA, FL 33873**

BOARD MEMBERS

Chair Chris Idsardi

Vice Chair Courtney Green

Lee Mikell

Barney Cherry

John Gill

Rebekah Tucker

Tiffany Southwell

1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

1. **Chris Idsardi** - August 2026 Regular Meeting Minutes

ACTION RECOMMENDED - Motion to approve the August 2026 Minutes as presented.

4. EXECUTIVE REPORT

1. **Amy Tubbs and Melanie Roberts** - September Executive Report

5. AGENDA ITEMS

1. **Kaylee Tuck** - CEO Evaluation

2. **Sarah Evers** - CEO Contract

ACTION RECOMMENDED - Motion to approve CEO Contract, as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

3. **Krystin Chapman** - Final Reading of the 2026-2027 Budget

ACTION RECOMMENDED - Motion to adopt Resolution 2026-22, a resolution related to the adoption of the Hardee County Economic Development Council budget, as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

ACTION RECOMMENDED - Motion to adopt Resolution 2026-23, a resolution related to the adoption of the Ona Mine Special Revenue Fund, as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

ACTION RECOMMENDED - Motion to adopt Resolution 2026-24, a resolution related to the adoption of the IDA General Fund and South Ft. Meade Mine Agreement Fund, as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

4. **Amy Tubbs** - 897 South 6th Avenue Closeout Report

5. **Melanie Roberts** - Digital Connectivity Contract

ACTION RECOMMENDED - Motion to approve the Professional Services Agreement between the Hardee County Industrial Development Authority and Rapid Systems, Inc., as presented or substantially similar form, and authorize Chair or Vice Chair to sign.

6. **Krystin Chapman** - Land Lease

ACTION RECOMMENDED - Motion to approve the lease agreement between the Hardee County Industrial Development Authority and Holly Smith as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

7. **Sarah Evers** - CareerSource Heartland Lease Agreement

ACTION RECOMMENDED - Motion to approve the Lease agreement between the Hardee County Industrial Development Authority and Career Source, as presented or substantially similar form, and authorize Chair or Vice Chair to sign.

8. **Carl Hadden** - SBDC Annual Report

9. **Krystin Chapman** - USF-SBDC Collaboration Agreement FY27

ACTION RECOMMENDED - Motion to approve the University of South Florida Collaboration Agreement and to provide funding in the amount of \$10,927.00.

10. **Melanie Roberts** - Resolution 2026-25 - Oaths of Office

ACTION RECOMMENDED - Motion to approve Resolution 2026-25 and authorize the chair or vice chair to sign.

11. **Kaylee Tuck** - Election of Chair

ACTION RECOMMENDED: Board's Discretion

12. **Kaylee Tuck** - Election of Vice-Chair

ACTION RECOMMENDED: Board's Discretion

6. FINANCIAL REPORT

1. **Lynn Landskroner** - August Financial Report

ACTION RECOMMENDED: Motion to approve the August Financial Report as presented.

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT



Item Cover Page

ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **APPROVAL OF MINUTES**

SUBJECT: **Chris Idsardi** - August 2026 Regular Meeting Minutes

ACTION RECOMMENDED - Motion to approve the August 2026 Minutes as presented.

SUGGESTED ACTION:

ATTACHMENTS:

[2026-08-13 Minutes EDC-IDA RM.pdf](#)



MINUTES

Economic Development Council/Industrial Development Authority

EDC/IDA REGULAR MEETING

August 13, 2026, at 8:30 AM

**COMMISSION CHAMBERS, 412 WEST ORANGE STREET, ROOM 102,
WAUCHULA, FL 33873**

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Chris Idsardi	Chair	Present	
Courtney Green	Vice Chair	Present	
Barney Cherry	Board Member	Absent	
Lee Mikell	Board Member	Present	
John Gill	Board Member	Present	
Rebekah Tucker	Board Member	Present	
Tiffany Southwell	Board Member	Present	
Sarah W. Evers	Chief Executive Officer	Present	
Kaylee Tuck and/or Julia Mandell	EDC/IDA Board Attorney	Present	via Electronically
Krystin Chapman	Chief Operating Officer	Present	
Lynn Landskroner	Controller	Present	
Melanie Roberts	Programs and Administrative Coordinator	Present	
Amy Tubbs	Projects & Communications Coordinator	Present	

Chair Idsardi called the meeting to order at 8:30 a.m.

2. APPROVAL OF AGENDA

Chair Idsardi request approval of the agenda.

So, moved by Board Member Tucker and seconded by Board Member Mikell.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

3. APPROVAL OF MINUTES

1. July 2026 Regular Meeting Minutes.

Chair Idsardi entertained a motion to approve the minutes as presented.

So, moved by Board Member Southwell and seconded by Board Member Gill.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

4. EXECUTIVE REPORT

1. August Executive Report:

Projects & Communications Coordinator, Amy Tubbs, and Programs and Administrative Coordinator, Melanie Roberts, presented the August Executive Report. Mrs. Tubbs shared about the closing on the property to Culvers on August 3rd, and construction is expected to start within two weeks, coinciding with the Hogan Street Extension project.

Mrs. Tubbs then reflected on the Emerging Leaders Workshop that was held. She stated the workshop was held in July. During the workshop, they reviewed the mining overlay, discussed why economic development was important, covered our funding streams, and how they work with our projects. They were introduced to the Project Hub and provided a quick overview of our current projects.

Melanie Roberts then went on to discuss the first project update on Lot 27, stating that we are finally over the finish line and the project has been completed. Staff is working with construction management and the tenants to wrap up the final

punch list items that need to be addressed. Weekly walkthroughs will be conducted until all punch list items are completed.

Mrs. Tubbs then went on to discuss the Multi-Purpose Facility project. She stated that there have been a lot of on-site pre-construction meetings occurring, and that interior demo and shoring is set to begin the following week. The Phase Two signed set of plans has been received. The focus of those plans is to complete the structural skeleton for phases two through four and then the remaining exterior of the building.

She then shared an update on the Gardens at Midtown project, stating construction officially kicked off in July with site excavation, tree removal, and stormwater pond.

Finally, for the Manufacturing Hub, Staff is currently waiting on the 60% plans and should have those by the end of August. The 60% plans will include the remaining mechanical and electrical that the construction management team needs to finalize the GMP. We have received a draft GMP and essentially inflated those areas just to ensure that they were accounting for all those things. But we should have a more targeted GMP once we receive those plans.

5. AGENDA ITEMS

1. CEO Presentation/ Annual Report:

CEO, Sarah Evers, presented the 2025/2026 Annual Report, emphasizing the "momentum" created through strengthened partnerships and strategic investments. She described the Development Group's role as an "Economic Broker," connecting businesses, municipalities, and funding opportunities. The organization managed an operating budget exceeding \$52 million and a grant portfolio of more than \$24 million this past year. Key financial achievements included identifying \$1.3 million in cost savings, achieving 79% revenue growth, and securing a first-ever \$6 million State of Florida appropriation. The current project portfolio includes 31 active projects with a construction value of \$19 million, covering 71,000 square feet of development and supporting 463 proposed housing units. The Emerging Leaders Initiative was launched with 12 individuals, and Sarah Evers has been invited to present the concept at the Florida Rural Economic Development Summit in November.

2. Resolution 2026-18 and Contract for AC Units:

Projects & Communications Coordinator, Amy Tubbs, reflected on the presentation of the AC units brought to the Board at the May meeting. She stated that Staff went through the formal bidding process, received a bid on GovDeals for \$100. We brought that bid to the Board and the bid was rejected. In the process of finding the best way to dispose of the AC units, Kyle Shierling with Gator Air offered \$700 for the AC units. She stated that the updated Resolution for that purchase is being brought before the Board for approval. She stated that the units are currently located at the Commerce Park and were purchased several years back during COVID and were damaged during a storm. One of the units is not operational and could be scrapped or used for parts. She recommended that the best option would be to move forward with the Resolution to sell these units.

Chair Idsardi requested a motion to approve Resolution 2026-18 approving the sale of AC Units to Kyle Schierling/Gator Air Conditioning and authorizing Chair or Vice Chair to sign.

So, moved by Board Member Mikell and seconded by Board Member Southwell.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

3. Resolution 2026-19 for Gerber Machine:

Projects & Communications Coordinator, Amy Tubbs, reflected on the Gerber machine that was brought before the Board previously. She stated that we went through the formal bid process and also reached out to several individuals who we thought might be interested. There was very little interest in the machine because it was outdated and no longer manufactured and would be difficult to obtain parts. We did receive a bid on GovDeals for \$100 that we brought back to the Board. It was approved, but we have not been able to collect the money and we have not heard back from the bidder nor received the payment. We had our account manager at GovDeals reach out to him as well and we were still unable to

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Hardee County Industrial Development Authority
August 13, 2026**

get in touch with him or collect payment. We are ready to begin construction on the Multi-Purpose Facility, where it is located, so we need to move forward with disposing of the machine in some manner. The Resolution actually has two motions. One to reject the bid for \$100 and the second is to move forward with allowing Staff to determine the most efficient way to dispose of the unit at this time.

Motion by Board Member Green and second by Board Member Tucker to reject the previously-accepted \$100 bid for the Gerber machine.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

Chair Idsardi requested a second motion to approve Resolution 2026-19 for the Gerber machine and authorize Chair or Vice Chair to sign.

So, moved by Board Member Green and second by Board Member Gill.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

4. Resolution 2026-20 Disposition of Surplus Property:

Projects & Communications Coordinator, Amy Tubbs, presented a Resolution for the additional surplus property located in the Multi-Purpose Facility. This surplus property was left onsite from the previous tenant. There are items such as office furniture, equipment specific to the tenants, storage shelves, etc. The exhibit provided in the Resolution outlines the property. With construction beginning, we need to dispose of this property as soon as possible. We did look into the possibility of donating some of the items that were in good shape and selling items that could be sold.

Chair Idsardi requested a motion to approve Resolution 2026-20 for the disposition of surplus property and authorize Chair or Vice Chair to sign.

So, moved by Board Member Mikell and seconded by Board Member Southwell.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

5. Resolution 2026-21 and Purchase and Sale Contract between Hardee County Industrial Development Authority and JRR Chestergrove, LLC for Parcel A of Gardens at Midtown:

Chief Operating Officer, Krystin Chapman, presented the Resolution and Purchase Sale Agreement between Hardee County IDA and JRR Chestergrove, LLC. She noted that the Developer's Agreement for the Gardens at Midtown Townhomes was presented and approved at the July Board meeting. This will allow us to move forward with the sale of Tract A for the first section of townhomes, so the construction will align with the ongoing construction of the parking lot. Tract A represents the southern portion of the property, and the purchase price for that section is \$52,500. Per the developer's agreement, they will purchase the property and once the deliverables are met, the IDA will reimburse them for the acquisition cost.

Chair Idsardi requested a motion to approve Resolution 2026-21 and Purchase and Sale Contract between Hardee County Industrial Development Authority and JRR Chestergrove, LLC., as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

So, moved by Board Member Southwell and seconded by Board Member Mikell.

Motion carried 6 to 0.

**Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell
Absent - Cherry**

6. Development Incentive and Deliverables Agreement: Torrey Preserve – Bostick Road Development:

Chief Operating Officer, Krystin Chapman, presented the Development Incentive and Deliverable Agreement for the Torrey Preserve – Bostick Road Development. She noted that based on the most recent LDA that was negotiated between County Commissioners and Mosaic, this property was included in the economic development elements. It identified that the IDA would receive the 82 acres of land to be developed for a housing project. We really started to look deeply as an organization at what this housing development could look like, how it could differ from the available housing developments, and how we could make this a meaningful economic development project. This has been a multi-year project going through the RFQ process, meeting as a selection committee, meeting with potential developers, and creating an agreement that is very thorough, very intentional, and will create meaningful change for the community. Previously, you have heard presentation on the Torrey Preserve development and this would be the next step in the process. This will be completed in multiple phases. If signed, LM Properties would then go through the PUD process, which is scheduled for the September 3rd Planning and Zoning Board meeting. Once the PUD is approved, the first incentive will be offered, which is the purchase of the property. They will purchase Phase 1. Once the deliverables are met for Phase 1, they will receive the incentive that was voted for infrastructure and land acquisition reimbursement. They would then purchase Phase 2 and 3, but the deliverables will still be based on the separate phases of the project. You can refer to the exhibits provided in the packet for representations of the lighting and signage, as well as the deed restrictions.

Chair Idsardi requested a motion to approve the Development Incentive and Deliverables Agreement: Torrey Preserve – Bostick Road Development between the Hardee County Industrial Development Authority and LM Properties of Polk County, Inc., as presented or substantially similar form, and authorize Chair or Vice Chair to sign.

So, moved by Board Member Gill and seconded by Board Member Green.

Motion carried 6 to 0.

**Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell
Absent - Cherry**

7. Lease Agreement for 101 East Main Street between Hardee County Industrial Development Authority and Mama Hens Massage and Wellness, LLC:

Chief Operating Officer, Krystin Chapman, reflected on the conversations surrounding the block of buildings where our office is currently located that the IDA owns. We do have commercial space available right on Main Street, in the heart of Downtown Wauchula. During this time, Mama Hens Massage and Wellness, has outgrown their current site on Main Street. We are happy that this lease agreement can both keep a downtown retail and service operation in our downtown, but also bring in additional tenant for the IDA.

Economic development evolves over time. This lease agreement has a lot of the same triple-net lease language; however it is not a triple-net lease. We did increase our cost per square footage to account for traditional downtown retail and it should cover our costs for taxes and insurance. This is for a one-year term with the option to renew twice.

The commencement date is set for September 1st. We have allowed the tenant to make improvements to the property during the first three months they rent the space. We will reimburse the tenant up to two months worth of rent for the improvements. The tenant will be responsible for all of the repairs and maintenance up to the drywall.

There is shared space that is related to this lease agreement. Previously it was one of the entrances to the restaurant, but it will not also be utilized for the ADA-compliant restroom for this tenant as well all of the tenants in that shared space. There will be shared costs associated with that space.

Chair Idsardi requested a motion to approve the lease agreement between the Hardee County Industrial Development Authority and Mama Hens Massage and Wellness, LLC, as presented or substantially similar form, and authorize Chair or Vice Chair to sign.

So, moved by Board Member Tucker and seconded by Board Member Green.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

8. RFP 2026-01 - Digital Connectivity - Evaluation Committee Recommendation:

Programs and Administrative Coordinator, Melanie Roberts, presented the Evaluation Committee's recommendation for the Digital Connectivity RFP. Three bids were received by the same three respondents from the previous submission. We want to notate that in the RFP there was a new statute requiring us to remove the local preference option for construction projects utilizing state appropriated funds. We were advised by legal counsel that since these were ARPA funds being utilized, administered by a state agency, she did not want us to be disqualified from these funds based on any technicality worth five points. So, we removed the local preference. Out of the three respondents, Rapid Systems scored the highest, so that is the Evaluation Committee's recommendation.

Chair Idsardi requested a motion to accept the evaluation committee's recommendation and authorize staff to negotiate a contract.

So, moved by Board Member Mikell and seconded by Board Member Tucker.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

9. Mr. Chips Update:

CEO, Sarah Evers, reflected on the continued partnership being pursued between Mancini and Mr. Chips, for the past several months. She introduced Jay Janicke, a Mr. Chips representative, to provide an update on the status of the negotiations.

She noted that the deadline, presented in the previous Board meeting, for Alan to remove any articles, outside of the equipment, from the building was set for today's date, August 13th. So as of today, he has not chosen to remove anything from the building. So the remaining contents go to the IDA. She stated that the remaining equipment does need to be discussed with legal. Based on her understanding, that equipment is now owned by the bank. There was also an SBA loan attached to the equipment. The IDA does not want to continue to be responsible or held liable for that equipment that remains on our property. We need to get some notices sent out to all interested parties in that equipment notifying them that we will not be held liable or responsible for any damages to that equipment that might occur.

Jay Janicke expressed continued interest in the facility but noted that the lack of equipment or wastewater infrastructure for pickles makes the site less attractive. In the negotiations, after an agreement had been determined, Alan Mancini came back with changes that Mr. Chips' attorneys advised them not to agree to, so they had ceased negotiations at that point. Alan reached back out asking if they would reconsider. Mr. Chips told him they would; however, he has not filed or done anything. He came back this last week and agreed with the original agreement to file, but it has not been done. He was not sure of the status of where Alan was at with his attorney. On their end, they are at a standstill until Alan files.

Mrs. Evers stated that since there has not been an agreement made to this point, her opinion is that we need to move forward as we would with any other property we own and pursue the possibility to relet the property. If Mr. Chips and Mancini do come to some sort of agreement and the property is still available, then we could revisit the option to negotiate a lease or sell it to them at that time. She thinks that we have spent a significant amount of time keeping this property available, and we just haven't gotten anywhere yet. She stated she believes that it's prudent for us at this point to allow legal to take the steps necessary to notify the parties regarding the equipment and at least get that liability handled on our end. But her recommendation would be that, at this point, we move forward and that the board directs staff to move forward with coming up with a plan for the property.

Attorney Tuck advised if the Board was comfortable with her sending notice to any potential interested parties, then motion would be to direct staff to send that notice.

Chair Idsardi entertained a motion for Attorney Tuck's previous statement.

Motion by Board Member Mikell and second by Board Member Gill.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

- 10. Mancini Update: This item was addressed in the previous discussion, and nothing additional was discussed.**

Chair Idsardi noted agenda items 5.9 and 5.10 were completed at the same time.

11. TrussWorks Realty Florida, LLC Restated Rights of First Refusal Agreement:

CEO, Sarah Evers, stated that the Board has a revised right of first refusal in front of them. The property was sold to Trussworks and a right of first refusal was included in that purchase sale agreement, allowing the IDA the opportunity to purchase the property back if Trussworks were ever to go away for a period of time. They reached out to Staff asking if the language could be revised to reflect, specifically in Section 2.1, to tighten the language regarding affiliates and what that definition is and how it is treated. The last sentence of the first paragraph in Section 2.1, the new language better defines what an affiliate is and actually places in there some very specific entity names. And so this revised ROFR just addresses the concerns that Trussworks had regarding the affiliate language, and so Staff is asking the Board to approve those changes.

Chair Idsardi requested a motion to approve the Restated Rights of First Refusal Agreement between the Hardee County Industrial Development Authority and TrussWorks Realty Florida, LLC, as presented or in substantially similar form and authorize the Chair or Vice Chair to sign.

So, moved by Board Member Mikell and second by Board Member Green.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

12. Approval of Contract Terms for ROFR:

Chief Operating Officer, Krystin Chapman, provided background of the purchase of the old Winn Dixie building at Highway 17 and Rea Road. The IDA immediately move forward with creating two outparcels on the Highway 17 frontage of the property. So as you drive by that location today, you will see a fence along the property line, and where the fence does not exist is pretty accurately where the outparcels are located. Innovar currently has a lease agreement on the building, but not the outparcels. However, they do have a right of first refusal, meaning if, the IDA was to ever receive a bona fide offer for the outparcels, the IDA would have ten days to take the terms of that offer to Innovar to see if they would like to match the offer or if they would pass on the acquisition of the outparcels. So, Staff did receive an offer for the outparcels, but we wanted to bring it to the Board for consideration. So, you're not voting on this purchase sale agreement. You're voting on the terms of the agreement, and if you would consider that it is a bona fide offer, and if you do agree, then part of that motion verbiage would be to direct staff to take the terms to Innovar.

The terms of the agreement are a purchase price of \$1.4M. It is about 1.99 acres. There will be earnest money deposited totaling \$75,000. The entire closing would take ten months between the inspection period and the government approval period of that agreement. She reiterated that the Board was not voting on this purchase sale agreement but if they would consider these terms and direct Staff to move forward in taking those terms to Innovar.

She noted that it was appraised in 2023 and it was appraised for \$650,000 for just the outparcels.

Chair Idsardi requested a motion to accept terms of the agreement and authorize staff to transmit terms to tenant for consideration.

So, moved by Board Member Mikell and second by Board Member Southwell.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

13. Draft Budgets for FY 2026-2027 Economic Development Council, 2026-2027 Industrial Development Authority (Ona Mine Agreement), and FY 2026-2027 Industrial Development Authority (General Fund and South Ft. Meade Mosaic):

Chief Operating Officer, Krystin Chapman, reminded the Board that this was just a review of the budget. The budget will then be reviewed again at the September meeting and that is when the vote will take place to approve the budgets for fiscal year 2026-2027.

For the EDC budget, she noted that at the very bottom, the estimated carry forwards are \$397,500, which is an increase from the budgeted carry forwards from this year. However, we do have a high estimated fund balance carryforward coming into this budget because of our financial outlooks and how we have been very conservative in our spending, making sure to be diligent as we steward these dollars moving forward. Some of the things she pointed out was that we have a decrease in travel by \$10,000. We've decreased our telephone and internet expenses quite drastically. We've also decreased the annual meeting allocation by \$8,000. As a reminder, we've been partnering with the Chamber of Commerce to decrease our costs in bringing an event to the community. Books, dues, and subscriptions- that's made up of our memberships to organizations like Tax Watch, FEDC, and FHERO organization. That's where a lot of our memberships live. But again, we do have almost \$400,000 in our carry forward for the next fiscal year. We will vote on a budget in October, and then it's about January when we update and do our budget closeout for fiscal year 2025-2026. So that could always impact and change our carry forwards from 2025-2026 into 2026-2027

Next, Mrs. Chapman presented the Ona Mine budget. She noted this is the only budget with recurring dollars. So, this is through the Ona Mine LDA. And through that LDA, there's an economic development element which requires a \$2M payment annually. That payment, as we do with most incomes coming into the Ona Mine, is divided 5% for workforce, 20% infrastructure, and 75% to our general economic development fund. There's also a stripping margin adjustment that the IDA receives that we traditionally receive at the very beginning of April. We do not budget any dollars because that is based on Mosaic's output, and so we don't want to make any assumptions that could impact us negatively as far as our appropriations. So, we will amend the budget in April when we receive that stripping margin adjustment. Moving into our expenses for this next fiscal year, I want to point out a few of them. The first, we are finally budgeting operational costs for the multi-purpose facility. We've been working diligently on that construction project through the grant. And we do have a large amount budgeted in the General Economic Development Fund for the operations of multipurpose facility of \$5M. She reiterated that we will not be using those funds in one fiscal year. Just like we do our economic development projects, the money is originally budgeted upfront, and then you'll see that line item decrease in size as we continue to move forward. But that is to earmark those dollars for the operations of multipurpose facility. We would never want to build a project like the multipurpose facility and then not have the funds available to sustain it, and that is also true of the workforce dollars that are budgeted for multipurpose facility. The multipurpose facility will create a lot of shared workspace, conference rooms, classrooms, green rooms that we believe will be beneficial in creating a stronger talent pipeline. And so that's why we've designated those dollars there for workforce and the operations of multipurpose facility. The next item which is new this fiscal year is \$50,000 for matching contributions. That's because oftentimes, as we're applying for grants, as Sarah pointed out earlier, we applied for ten this year, have some type of visual element helps with the storytelling, whether it's a rendering, a design sketch, etc. And so that \$50,000 allows staff to have the flexibility to seek out those designs or renderings as we're applying for grants. And oftentimes those grants will have matching contribution requirements, so we're hoping to capture some of those costs and expenses in those matching contributions. The next and final that I'll point out to you is the Catalyst Project of two point five million dollars in the infrastructure fund. We truly believe that in this next fiscal year, there will be some type of infrastructure project that will be large in scale that will be instrumental for future economic development projects. And so we want to earmark those dollars for that so that we don't appropriate them elsewhere. Whether it's somewhere on Highway 17 in Zolfo that we need to lay infrastructure to be a catalyst for future economic development projects, or maybe it's closer to our airport property or the Commerce

Park. We want to make sure we have those funds available. Of course, any project like that would come before the board to be voted on.

For the South Fort Meade budget, we'll start with the blue side, which is the special revenue. Again, reiterating these are not recurring dollars, those only exist in the Ona Mine budget. So, as we're looking on the blue side, our special revenue side. We do have \$70,000 budgeted for the demolition of the residential property on Lot 28 in the Commerce Park. We will be moving that when you see this budget for next month. We did present to the EDA, and it will be covered out of our EDA grant for the Commerce Park expansion, so we're able to cover the cost associated with that demo through our general fund side. So that will be \$70,000 that will go back into future projects to be funded. Also, added for this fiscal year is Spec Building 13. So, as you know, we do have a \$6M Florida Job Growth Grant for that building. We don't expect it to be an additional cost outside of the \$6M. However, within the grant, there are specific allocations. For example, you can spend X amount on design and engineering, and there could be costs that arise perhaps for a survey, I'm just using examples, that may not be covered in the grant. We need to make sure we have funds available outside of those grant dollars for any costs that may arise. We don't want to hold up a construction project for a budget amendment. So, we did a minimal amount, again, hoping we wouldn't spend \$100,000, but it is there so we can keep construction timelines moving forward. And then the community revitalization line item is where all of our housing projects and our downtown revitalization projects are mostly funded out of.

Moving to our General Fund Budget for the IDA. This is where all of our grants live. So, you see our very first state appropriation. We will be bringing that agreement to you hopefully in the next month or so. But we went ahead and added it so it will be in our budget for the next fiscal year. I also want to point out that for the first time in many years, at least as long as I can recall, our rental income is greater than our property management costs. So that speaks to the diligent efforts of the board enforcing those triple net leases, making sure that we're good stewards of our funds. And, and for a long time, our lease agreements served as the economic development incentive and included the guaranteed purchase price. As we move out of those leases, we're starting to see our rental income covering the expenses of operating those projects just as it should. So, we're happy to have, it's not labeled a carryforward, but identified as future projects to be approved, is technically a carryforward for our organization. We're pleased to have that moving into the next fiscal year. It's definitely a different situation than last fiscal year when we were reviewing the budget.

6. FINANCIAL REPORT

1. July 2026 Financial Reports:

Controller, Lynn Landskroner, stated she did not have specific items to point out. However, I'm certainly open to questions or comments for July financials.

An inquiry was made by Board Member Mikell, referencing the new report pertaining to the Customer report identifying past due amounts. He asked why Debut was not current.

It was identified that those fees were associated with the property that they just vacated.

It was noted that you cannot file a default notice on late fees only if they are behind on their rent.

CEO, Sarah Evers, stated that there have been discussions with legal to see if there was a way that the default on the previous property could somehow be associated with their new lease, for their delinquent amounts. The discussions continue, but no determination has been made at this time. She stated that we very much do not want to set a precedence, but we also want to send a very clear message to our tenants that regardless of what your new circumstances are, you still have to make good on your old obligations. So, we will continue to have that conversation, and we might possibly be able to bring something back to you on that.

Chair Idsardi requested a motion to approve the July Financial Reports as presented.

So, moved by Board Member Mikell and seconded by Board Member Tucker.

Motion carried 6 to 0.

Yes – Idsardi, Green, Mikell, Gill, Tucker, and Southwell

Absent - Cherry

7. ANNOUNCEMENTS/OTHER BUSINESS/PUBLIC COMMENTS

8. ADJOURNMENT

With no further business, the meeting was adjourned at 10:20 a.m.

X

Chris Idsardi
Chair EDC/IDA



Item Cover Page

ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **EXECUTIVE REPORT**

SUBJECT: **Amy Tubbs and Melanie Roberts - September Executive Report**

SUGGESTED ACTION:



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ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Kaylee Tuck - CEO Evaluation**

SUGGESTED ACTION:

ATTACHMENTS:
[2026 CEO Evaluation Summary.pdf](#)

THE DEVELOPMENT GROUP | CEO PERFORMANCE EVALUATION - BOARD SUMMARY

Sarah Evers, Chief Executive Officer | Evaluation Period: 2025-2026

Evaluation Category	Chris Idsardi	Courtney Green	Rebekah Tucker	Lee Mikell	Barney Cherry	Tiffany Southwell	John Gill	Board Average
1. Leadership & Governance	4.25	4.50	5.00	4.00	5.00	5.00	5.00	4.68
2. Organizational Capacity & Financial Stewardship	4.50	4.75	5.00	4.75	5.00	5.00	5.00	4.86
3. Economic Development & Project Execution	4.00	4.25	5.00	4.00	5.00	5.00	5.00	4.61
4. Housing, Community Planning & Quality of Place	4.00	4.50	5.00	4.00	5.00	5.00	5.00	4.64
5. Leadership Development & Community Partnerships	4.25	4.25	5.00	4.00	5.00	5.00	5.00	4.64
6. Communication, Integrity & Executive Effectiveness	4.00	5.00	5.00	3.75	5.00	5.00	5.00	4.68
Overall CEO Performance Rating	4.17	4.54	5.00	4.08	5.00	5.00	5.00	4.68
BOARD COMPOSITE - ALL 24 PERFORMANCE STATEMENTS								4.68



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ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Sarah Evers - CEO Contract**

ACTION RECOMMENDED - Motion to approve CEO Contract, as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

SUGGESTED ACTION:

ATTACHMENTS:
[CEO Contract.pdf](#)

HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.

and

SARAH EVERS

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is signed and entered into this 11th day of September, 2025, by and between HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC., a Florida not for profit corporation and d/b/a The Development Group (the "EDC/TDG"), and SARAH EVERS (the "Chief Executive Officer" or "CEO").

WHEREAS, the EDC/TDG, by and through its duly appointed Board of Directors ("Board"), hereby expresses its willingness and desire to employ CEO to perform the duties of Chief Executive Officer for the EDC/TDG; and

WHEREAS, CEO agrees to serve as CEO for the EDC/TDG for the term of this Agreement, receiving all of the benefits provided herein; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree to the following terms and conditions:

SECTION I - DUTIES AND POWERS

EDC/TDG shall employ CEO to act as Chief Executive Officer for EDC/TDG in all matters not restricted by applicable law, EDC/TDG policies, or the Board's directives. CEO shall devote her full time as EDC/TDG's CEO and shall carry out to the best of her ability all duties imposed on her by applicable law, EDC/TDG policies, or the Board's directives, as they may be amended from time to time, and such other duties as the Board may require. CEO will be in active charge of the day-to-day management and operation of EDC/TDG, including the hiring, supervision, evaluation and discipline of all employees.

SECTION II - TERM/AT WILL NATURE OF EMPLOYMENT/ TERMINATION/SEVERANCE

2.1 Effective Date of Employment and Term: This Agreement shall become effective on October 9, 2026 ("Effective Date"), and continue in effect until October 11, 2029, unless earlier terminated by either Party in accordance with the provisions outlined in this Agreement.

2.2 At Will Nature of Employment: CEO serves at the will and pleasure of the Board and, as such, CEO's employment may be terminated at any time during the term of this Agreement in accordance with this Section II.

2.3 Termination: Unless extended by a subsequent written and signed agreement of the Parties, this Agreement shall terminate on its own terms at the end of the expiration date set forth in paragraph 2.1. Additionally, this Agreement may be terminated by the Parties in the following ways:

A. Unilateral Termination by the Board:

(i) For Cause: At any time during the term of this Agreement, the Board may terminate the CEO for cause at a duly noticed public meeting. Cause is defined as any one of the following:

- (a) During the term of this Agreement, CEO is convicted or adjudged guilty of, or pleads no contest to, any felony or a serious misdemeanor involving the moral turpitude of CEO; or
- (b) CEO files to run for, or is elected or appointed to, a Florida public office; or
- (c) CEO is found to have committed gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty, as those terms are defined by Section 112.3187(5)(b), Florida Statutes; or
- (d) CEO fails or refuses to comply with any direct lawful instruction given by the Board; or
- (e) CEO becomes legally unable to hold the position; or

(f) CEO is found to have engaged in misconduct as that term is defined by Section 443.036(29), Florida Statutes; or

(g) CEO engages in insubordination with respect to any lawful directive from the Board; or

(h) CEO fails to respond to inquiries or requests for information from the Board.

Such termination shall be by an affirmative vote of a majority of the Board at a duly noticed public meeting with a quorum present and voting. If terminated for cause, CEO will not be entitled to any severance pay.

(ii) Without Cause: At any time during the term of this Agreement, the Board may terminate the CEO without cause by an affirmative vote of a majority of the Board at a duly noticed public meeting with a quorum present and voting. If terminated without cause by the Board, EDC/TDG shall pay CEO severance pay in the amount of three month's base salary, less any applicable taxes.

B. Unilateral Termination/Resignation by the CEO. If the CEO desires to resign during the term of this Agreement, she shall provide at least 60 days' written notice to the Board. If the CEO resigns prior to the expiration of the Agreement, she shall receive payment under the Agreement for the balance of her salary for the actual days she has performed her duties as CEO, together with payment for all unused vacation and sick time, in accordance with EDC/TDG's Employee Handbook as applicable to other regular full-time employees, and not for the remainder of her Agreement term. If CEO resigns, she shall not be eligible for severance pay.

C. Termination by Mutual Agreement. This Agreement may be terminated by mutual agreement of the CEO and the Board in writing and upon such terms and conditions as may be mutually agreed.

2.4 Disability: The CEO acknowledges and agrees that her services are unique and personal and her regular attendance to her duties is therefore essential to the performance of her job. If CEO becomes permanently disabled, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick and annual leave balances, the Board shall have the option to terminate this Agreement.

SECTION III - COMPENSATION

3.1 Base Salary: CEO shall be paid a base annual salary of One Hundred and Thirty-Five Thousand and Zero Hundred/100 dollars (\$135,000.00) per year, commencing on the Effective Date, payable in installments at the same time and in the same manner as applicable to regular full-time employees of the EDC/TDG. This base salary shall remain in effect for the first two years of the term of this agreement. The base annual salary for year three (3) of this agreement shall be subject to negotiation and mutual agreement, but in no event shall year three (3) base annual salary be less than year two (2) and shall at a minimum be increased by the Employment Cost Index (ECI) published by the Bureau of Labor Statistics for the applicable year.

SECTION IV - BENEFITS

4.1 Insurance: EDC/TDG shall make available health, dental, vision, disability, and life insurance coverage to CEO on the same basis as such insurance is now available, or may be made available from time to time in the future, to other regular full-time employees of the EDC/TDG.

4.2 Annual and Sick Leave: CEO shall be entitled to annual and sick leave in accordance with EDC/TDG's Employee Handbook as applicable to other regular full-time employees. Maximum accruals, terms of use, and payout on separation of any unused annual or sick leave shall be in accordance with EDC/TDG's Employee Handbook as applicable to other regular full-time employees.

4.3 Tuition Reimbursement: EDC/TDG agrees to reimburse CEO for 50% of CEO's tuition costs for any successfully completed courses taken at a university or state college. EDC/TDG reserves the right to request documentation of the tuition cost incurred and the successful completion of the courses for which reimbursement is sought.

4.4 Retirement: EDC/TDG shall make available the EDC/TDG's standard retirement benefits on the same basis as such benefits are now available or may be made available from time to time in the future to other regular full-time employees of the EDC/TDG.

4.5 Equipment and Office Materials: CEO agrees to ensure that EDC/TDG property entrusted to her use shall be kept and used so as to minimize risk of theft or damage. EDC/TDG agrees to pay any costs associated with installation, operation, or routine maintenance of same.

4.6 Professional Dues, Travel and Job-Related Expenses:

A. EDC/TDG shall pay travel and per diem expenses of CEO in accordance with any applicable EDC/TDG policy or ordinance or resolution of the Hardee County Industrial Development Authority or, absent any of the foregoing, in accordance with the schedule appearing in Section 112.061, Florida Statutes, as said statute may be amended or renumbered, for the following:

(i) while outside of Hardee County on EDC/TDG business;

(ii) while attending functions as a representative of, or on behalf of, the EDC/TDG; or

(iii) while attending short courses, institutes or seminars that are necessary for the CEO's professional development and for the benefit of the EDC/TDG.

4.7 Other: EDC/TDG agrees to make available to CEO such other benefits as they now exist, and may be amended from time to time, which are provided for other full-time employees of the EDC/TDG.

SECTION V - PERFORMANCE GOALS AND APPRAISAL

The Board shall define the goals and performance objectives of the CEO and may review and appraise the job performance of CEO periodically whenever the Board deems necessary.

SECTION VI - INDEMNIFICATION

To the extent permitted by law, the EDC/TDG shall defend, save harmless, and indemnify CEO against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the CEO's duties on behalf of the EDC/TDG, unless the act or omission involved willful or wanton conduct. This indemnification, defense and hold harmless provision shall include, but not be limited to, reasonable attorney's fees and appellate attorney fees. CEO shall immediately notify EDC/TDG of any threatened or filed claim against her for which indemnification is sought and make a written demand for indemnification. EDC/TDG shall have no obligation to indemnify for any attorneys' fees or costs incurred prior to receiving the written demand for indemnification. EDC/TDG reserves the right to select counsel as to any threatened or filed claims in which it is providing indemnification.

To the extent permitted by law, the CEO shall defend, save harmless, and indemnify the EDC/TDG against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the CEO's duties on behalf of the EDC/TDG, unless the act or omission involved willful or wanton conduct. This indemnification and hold harmless provision shall include, but not be limited to, reasonable attorney fees and appellate attorney fees.

Nothing set forth in this Agreement shall be deemed or treated as a waiver of sovereign immunity by the EDC/TDG beyond the monetary limits set forth in Section 768.28 of the Florida Statutes or as provided by any other applicable law.

SECTION VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board, in consultation with CEO, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of CEO, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or other applicable law. Notwithstanding the foregoing, the EDC/TDG's Employee Handbook, as amended from time to time, shall apply to the CEO to the extent not in conflict with this Agreement or general law. CEO shall comply with all applicable federal and state laws, rules, statutes, and regulations in performance of her duties hereunder.

SECTION VIII - GENERAL PROVISIONS

- 8.1 The text herein, including any documents incorporated by reference, shall constitute the entire agreement between the Parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the Parties. This Agreement supersedes any prior agreement, written or oral, and applicable during the same term, between the Parties.
- 8.2 If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.
- 8.3 In any action brought by either Party for the enforcement of the obligations of the other Party, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.
- 8.4 The Parties agree that this Agreement has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third Party.
- 8.5 This agreement will be governed by and construed in accordance with the laws of the State of Florida, and the Parties agree that venue shall be held in the Circuit Court in and for Hardee County, Florida for any action brought by or arising out of this Agreement. The Parties specifically waive their right to a jury trial.

IN WITNESS WHEREOF, Sarah Evers has executed this Employment Agreement, and the Board of the Hardee County Economic Development Council, Inc., d/b/a The Development Group, has caused this Employment Agreement to be signed and executed on its behalf by its Chair, in duplicate, the day and year first above written.

CHIEF EXECUTIVE OFFICER

Sarah Evers

**HARDEE COUNTY ECONOMIC
DEVELOPMENT COUNCIL, INC.**

By: _____
Robert C. Idsardi, Chair



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ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Krystin Chapman** - Final Reading of the 2026-2027 Budget

ACTION RECOMMENDED - Motion to adopt Resolution 2026-22, a resolution related to the adoption of the Hardee County Economic Development Council budget, as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

ACTION RECOMMENDED - Motion to adopt Resolution 2026-23, a resolution related to the adoption of the Ona Mine Special Revenue Fund, as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

ACTION RECOMMENDED - Motion to adopt Resolution 2026-24, a resolution related to the adoption of the IDA General Fund and South Ft. Meade Mine Agreement Fund, as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

SUGGESTED ACTION:

ATTACHMENTS:

[EDC FY 26-27 Final.pdf](#)

[Ona Mine FY 26-27 Final.pdf](#)

[S Ft Meade FY 26-27 Final.pdf](#)

RESOLUTION NO. 2026-22

A RESOLUTION OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC. ADOPTING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hardee County Economic Development Council, Inc. (“Council”) is a Florida not-for-profit corporation pursuant to Chapter 617, Florida Statutes; and

WHEREAS, the Council, by and through its governing body, set forth the revenues and expenditures for the Fiscal Year 2026-2027 Annual Budget as described herein; and

WHEREAS, the Council desires to adopt the Fiscal Year 2026-2027 Annual Budget by resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL THAT:

Section 1. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. The budget attached hereto as Exhibit “A” is hereby adopted for Fiscal Year 2026-2027, inclusive of the “Hardee County Economic Development Budget”.

Section 3. That the proper officers of the Council are authorized and empowered to do all that is necessary to carry out and make effective the provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 10th day of September 2026.

**HARDEE COUNTY ECONOMIC
DEVELOPMENT COUNCIL**

By: _____
Robert C. Idsardi, Chair

ATTEST:

By: _____

Name: _____

Hardee County Economic Development Council, Inc.
Proposed Budget for the year ended September 30, 2027

	Fiscal Year Oct '26 - Sep 27
Est Fund Balance Carry Forward at 10/1/2026	\$ 407,000
Revenues	
Interest income	15,000
Administrative Funding:	
Transfer in from General Fund	250,000
Transfer in from S. Ft Meade Fund	250,000
Transfer in from Ona Mine Funds	250,000
Transfer in from Ona Mine GED Solar Rent	281,200
Total Fund Balance CF & Estimated Revenues	1,453,200
Expenditures	
Payroll Expenses and related benefits	
Salary	500,000
Health insurance	260,000
Company 401(K) match	37,500
Employer taxes	35,000
Payroll Fees	10,000
Employee training	15,000
Outside Services	
Outside services - other	2,800
Landscaping	1,200
Cleaning	6,000
Legal	1,000
Computer	6,000
Travel	15,000
Utilities	
Electric/Water/Sewer	6,000
Telephone/Internet	1,000
Insurance	4,000
Repairs & Maintenance	500
Promotional	
Annual Meeting	12,000
Community Engagement	12,000
Office Expense & Supplies	20,000
Meals & Business Development	500
Books, Dues, & Subscriptions	40,000
Total Expenditures	985,500
Est FB Carry Forward to FY 2028	\$ 467,700

RESOLUTION NO. 2026-23

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY ADOPTING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County Industrial Development Authority (“Authority”) is a dependent special district subject to Chapter 189, Florida Statutes; and

WHEREAS, Section 189.016(3), Florida Statutes, requires the governing body of each special district to adopt the budget each fiscal year by resolution; and

WHEREAS, the Board of Directors of the Hardee County Industrial Development Authority set forth the revenues and expenditures for the Fiscal Year 2026-2027 Annual Budget as described herein.

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

Section 1. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. The budget attached hereto as Exhibit “A” is hereby adopted for Fiscal Year 2026-2027, inclusive of the “Ona Mine Special Revenue Fund”.

Section 3. That the proper officers of the Authority are authorized and empowered to do all that is necessary to carry out and make effective the provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 10th day of September 2026.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Robert C. Idsardi, Chair

ATTEST:

By: _____

Name: _____

Hardee County Industrial Development Authority
Proposed Budget for the year ended September 30, 2027

Ona Mine Special Revenue Funds

	Workforce Development Fund	Infrastructure Development Fund	General Economic Development Fund	
	Ona Mine - Mosaic Appropriation	Ona Mine - Mosaic Appropriation	Ona Mine - Mosaic Appropriation	Estimated Special Revenue Funds
Estimated Fund Balance Carryforward as of 10/1/26	\$ 776,000	\$ 5,090,000	\$ 11,710,000	\$ 17,576,000
Estimated Revenue				
Mosaic Base Payment Allocation	5%	20%	75%	100%
Mosaic Income	100,000	400,000	1,500,000 *	2,000,000
Mosaic Income - Stripping Margin Adjustment	-	-	- **	-
Rental Income - Solar Lease	-	-	341,200	341,200
Interest Income	7,000	50,000	75,000	132,000
Total Estimated Revenue	107,000	450,000	1,916,200	2,473,200
Total Fund Balance CF & Estimated Revenue	\$ 883,000	\$ 5,540,000	\$ 13,626,200	\$ 20,049,200
Appropriations				
Marketing	\$ -	\$ -	\$ 280,000	\$ 280,000
Insurance - solar	-	-	5,000	5,000
Rent expense - solar	-	-	55,000	55,000
Operations - Multi-Purpose Facility	-	-	5,000,000	5,000,000
Operations - Multi-Purpose Facility - Workforce Development	718,404	-	-	718,404
Grant Expenditures - Hardee Education Foundation	64,596	-	-	64,596
Grant Expenditures - matching contribution	-	50,000	-	50,000
Capital Outlay - 101 -111 E. Main	-	-	1,000,000	1,000,000
Capital Outlay - 122 W. Main renovation	-	-	1,600,000	1,600,000
Capital Outlay - Gateway Entry Sign	-	80,000	-	80,000
Capital Outlay - Bostick Lift Station	-	75,000	-	75,000
Capital Outlay - Catalyst Project	-	2,500,000	-	2,500,000
Capital Outlay - Future projects to be approved	100,000	2,760,000	5,230,000	8,090,000
Transfers Out - EDC (Solar Revenue)	-	-	281,200	281,200
Transfers Out - EDC (Administrative Supplement)	-	75,000	175,000	250,000
Total Appropriations	883,000	5,540,000	13,626,200	20,049,200
Fund Balance Estimated Carryforward to FY 2028	-	-	-	-
Total Appropriations and Fund Balance CF to FY 2028	\$ 883,000	\$ 5,540,000	\$ 13,626,200	\$ 20,049,200

* Base Payment each year.

** See Stripping Margin Adjustment Payment Illustration; Ona Mine Local Development Agreement.

RESOLUTION NO. 2026-24

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY ADOPTING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County Industrial Development Authority (“Authority”) is a dependent special district subject to Chapter 189, Florida Statutes; and

WHEREAS, Section 189.016(3), Florida Statutes, requires the governing body of each special district to adopt the budget each fiscal year by resolution; and

WHEREAS, the Board of Directors of the Hardee County Industrial Development Authority set forth the revenues and expenditures for the Fiscal Year 2026-2027 Annual Budget as described herein.

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

Section 1. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. The budget attached hereto as Exhibit “A” is hereby adopted for Fiscal Year 2026-2027, inclusive of the “General Fund/S. Ft. Meade Mine Agreement Fund”.

Section 3. That the proper officers of the Authority are authorized and empowered to do all that is necessary to carry out and make effective the provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 10th day of September 2026.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Robert C. Idsardi, Chair

ATTEST:

By: _____

Name: _____

	Commerce Park Expansion	Multi- Purpose Facility	Digital Connectivity	Growth Grant Manufacturing Hub	Rural Infrast. Fund Grant	Rural Infrast. Fund Grant	2026 State Appropriation				Administrative Supplement	Community Revitalization	Multi-Purpose Facility	Manufacturing Hub	Other Mosaic Activity &	Total Estimated Special Revenue	TOTAL ESTIMATED GF & SR FUNDS
	EDA Grant - FYE 2020	St. of FL - Commerce Dept	St. of FL - Commerce Dept	St. of FL - Commerce Dept	St. of FL - Commerce Dept	St. of FL - Commerce Dept	St. of FL - Commerce Dept	Property Management	General Fund - Other	Total Estimated General Fund	South Ft. Meade -Mosaic Appropriation	South Ft. Meade -Mosaic Appropriation	South Ft. Meade -Mosaic Appropriation	South Ft. Meade -Mosaic Appropriation	Mosaic Funds to be Awarded / Appropriated		
Total Grant Award	\$ 2,000,000	\$ 4,000,000	\$ 391,380	\$ 6,000,000	\$ 1,478,822	\$ 226,250	\$ 6,000,000				\$ 250,000	\$ 5,200,000	\$ 1,000,000	\$ 100,000			
Additional Allocation and Amendments												2,000,000	330,000				
Fiscal Years Grant Expenditures estimated through 9/30/26	(1,430,481)	(124,543)	-	-	(17,375)	-	-				-	(46,356)	(675,000)	-			
Grant Award Available for FY 2027	569,519	3,875,457	391,380	6,000,000	1,461,447	226,250	6,000,000				250,000	7,153,644	655,000	100,000			
Estimated Fund Balance Carryforward as of 10/1/26	-	-	-	-	-	-	-	1,130,000	220,000	1,350,000	250,000	7,153,644	655,000	100,000	4,787,161	12,945,805	14,295,805
Estimated Revenue																	
Grant Proceeds	569,519	3,875,457	391,380	6,000,000	1,461,447	226,250	6,000,000	-	-	18,524,053	-	-	-	-	-	-	18,524,053
Interest Income	-	-	-	-	-	-	-	-	30,000	30,000	-	-	-	-	300,000	300,000	330,000
Rental Income	-	-	-	-	-	-	-	1,683,500	-	1,683,500	-	-	-	-	-	-	1,683,500
Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mosaic Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer In - South Ft Meade	-	-	-	-	-	-	-	300,000	-	300,000	-	-	-	-	-	-	300,000
Total Estimated Revenue	569,519	3,875,457	391,380	6,000,000	1,461,447	226,250	6,000,000	1,983,500	30,000	20,537,553	-	-	-	-	300,000	300,000	20,837,553
Total Fund Balance CF & Estimated Revenue	569,519	3,875,457	391,380	6,000,000	1,461,447	226,250	6,000,000	3,113,500	250,000	21,887,553	250,000	7,153,644	655,000	100,000	5,087,161	13,245,805	35,133,358
Appropriations																	
Professional Fees	-	-	-	-	-	-	-	250,000	-	250,000	-	-	-	-	-	-	250,000
Bank Service Charges	-	-	-	-	-	-	-	200	-	200	-	-	-	-	-	-	200
Advertising	-	-	-	-	-	-	-	2,000	-	2,000	-	-	-	-	-	-	2,000
Landscaping and Grounds	-	-	-	-	-	-	-	65,000	-	65,000	-	-	-	-	-	-	65,000
Utilities	-	-	-	-	-	-	-	6,000	-	6,000	-	-	-	-	-	-	6,000
Insurance Expense	-	-	-	-	-	-	-	400,000	-	400,000	-	-	-	-	-	-	400,000
Repairs and Maintenance	-	-	-	-	-	-	-	200,000	-	200,000	-	-	-	-	-	-	200,000
Property Taxes	-	-	-	-	-	-	-	300,000	-	300,000	-	-	-	-	-	-	300,000
Real Estate Portfolio Management	-	-	-	-	-	-	-	1,890,300	-	1,890,300	-	-	-	-	-	-	1,890,300
Grant Expenditures	-	-	391,380	-	-	-	-	-	-	391,380	-	4,000,000	-	-	-	4,000,000	4,391,380
Capital Outlay	569,519	-	-	6,000,000	-	-	6,000,000	-	-	12,569,519	-	-	655,000	100,000	-	755,000	13,324,519
Capital Outlay - Community Revitalization - Gardens at Midtown	-	-	-	-	1,461,447	-	-	-	-	1,461,447	-	75,000	-	-	-	75,000	1,536,447
Capital Outlay - Utilities/Gardens at Midtown	-	-	-	-	-	226,250	-	-	-	226,250	-	-	-	-	-	-	226,250
Capital Outlay - Community Revitalization - Multi-Purpose Community Redevelopment	-	3,875,457	-	-	-	-	-	-	-	3,875,457	-	1,000,000	-	-	-	1,000,000	4,875,457
Capital Outlay - Future projects to be approved	-	-	-	-	-	-	-	-	-	-	-	2,078,644	-	-	4,787,161	6,865,805	6,865,805
Transfers Out - General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	300,000	300,000	300,000
Transfers Out - Economic Dev Council	-	-	-	-	-	-	-	-	250,000	250,000	250,000	-	-	-	-	250,000	500,000
Total Appropriations	569,519	3,875,457	391,380	6,000,000	1,461,447	226,250	6,000,000	3,113,500	250,000	21,887,553	250,000	7,153,644	655,000	100,000	5,087,161	13,245,805	35,133,358
Fund Balance Estimated Carryforward to FY 2028	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Appropriations and Fund Balance CF to FY 2028	569,519	3,875,457	391,380	6,000,000	1,461,447	226,250	6,000,000	3,113,500	250,000	21,887,553	250,000	7,153,644	655,000	100,000	5,087,161	13,245,805	35,133,358
Spending from FB Carry forward										1,350,000					Spending from FB Carry forward		12,945,805



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ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Amy Tubbs - 897 South 6th Avenue Closeout Report**

SUGGESTED ACTION:

ATTACHMENTS:
[897 S. 6th Ave Project Report Close Out.pdf](#)



Economic Development Project Close-Out Reporting Program

Purpose & Overview

The Project Close-Out Reporting Process ensures each completed project, whether a construction, lease, incentive, or partnership initiative is formally reviewed, documented, and evaluated. This process provides a record of outcomes, financial accountability, and lessons learned while demonstrating ROI and impact for future planning and board reporting.

Project Close-Out Process (Step-by-Step)

Step 1: Project Completion Review

Within 60 days of project completion. Confirm all construction, financial, and contractual obligations are fulfilled.

Step 2: Internal Close-Out Meeting

Hold an internal meeting to discuss project performance, successes, challenges, and recommendations for improvement.

Step 3: Project Close-Out Report Preparation

Prepare the full Project Close-Out Report within 90 days of project completion.

Project Close-Out Report Template

Project Title: 897 S 6th Ave

Project Type: Real Estate Disposition

Project Lead: Sarah Evers

Date Completed: August 3, 2026

Project Location: 897 S 6th Ave, Wauchula, FL.



1. Executive Summary

This project represents the successful disposition of a real estate asset through the sale of the approximately 38,000-square-foot building and approximately 3.389 acres of land located at 897 S. 6th Avenue, Wauchula, Florida.

Project Background

The property was originally acquired by the Hardee County Industrial Development Authority (IDA) through an Economic Development Authority (EDA) grant. The IDA partnered with the EDA to establish an incubator facility designed to provide space and resources for startup and emerging businesses in Hardee County. The EDA grant funding was utilized by the IDA to support the facility's expenses, operations, and equipment, helping to establish and maintain a functional space for businesses to launch and grow.

Over the years, the facility served as a home to a number of businesses, including Stream2Sea, Debut Development, Bees and Botanicals, Peace River Paddle Sports, and Southeast Steel. The incubator primarily supported startup, manufacturing, and product-based businesses, providing them with an affordable location from which to establish and grow their operations.

As the businesses matured, the incubator achieved its intended economic development purpose. Several tenants transitioned out of the facility as their business needs changed, including companies that expanded, relocated, or ceased operations. Notably, Stream2Sea and Debut Development both experienced growth that allowed them to transition into facilities at the Commerce Park.

Debut Development's growth within the incubator was particularly significant. As the company's production and operations expanded over time, Debut Development gradually increased its footprint within the facility and eventually occupied the entire building. This progression reflected the company's continued growth and increasing space requirements and ultimately led to its relocation to a new facility at Commerce Park. Debut Development's transition from an incubator tenant to occupying the entire facility, followed by its move to Commerce Park, demonstrates the intended progression of the incubator model, providing businesses with a place to establish and grow until they are ready to transition into a larger or more permanent facility.

These transitions demonstrated the incubator's role in helping businesses establish a presence in Hardee County and providing a pathway for continued growth. While some businesses ultimately relocated or ceased operations, the facility provided valuable space and support during critical stages of their development and contributed to the growth of businesses that continue to operate and invest in the community.



Property Disposition

Most recently, Debut Development occupied the property at a monthly rental rate of \$9,688.54. Debut Development has since relocated to Commerce Park, where the company now operates from its new facility. Following the relocation and the successful completion of the property's intended incubator function, the property was sold to S&L Properties Wauchula, LLC, for a total purchase price of \$1,772,332.17.

The transaction successfully closed on August 3, 2026, completing the transfer of ownership. The sale represents the successful conclusion of a long-term economic development investment that began with the EDA-funded acquisition and operation of the business incubator. Over its useful life as an incubator, the property provided a supportive environment for multiple businesses and helped facilitate their establishment and growth within Hardee County.

The project achieved its intended outcome by supporting businesses during their formative and growth stages and ultimately transitioning the property into private ownership once its role as an incubator facility had been fulfilled. The disposition allows the IDA to strategically transition a significant real estate asset while the businesses previously supported by the facility continue to contribute to the local economy through expansion, relocation, and private investment.

2. Investment into Property

Expenses related to this property totaled \$5,441,069.12. These costs included the purchase of the building, professional fees, landscaping and grounds maintenance, utilities, insurance, repairs and maintenance, taxes, office supplies, and capital outlay associated with the property.

3. Total Income

Total revenue generated from this project amounted to \$6,168,060.98, including rental income collected over the past five years, proceeds from the sale of the building, and EDA grant funding. After accounting for all project-related expenses, the project generated a positive net position of \$726,991.86.

4. Lessons Learned & Recommendations

Lessons Learned and Success

The development and eventual disposition of the incubator facility provided the IDA with valuable lessons regarding grant administration, funding structures, and the long-term use of economic development properties.

At the time the EDA grant was awarded, the funding structure and requirements differed significantly from current EDA practices. The grant allowed the IDA to utilize funding for facility operations and equipment, which supported the establishment and ongoing operation of the incubator. Since that time, EDA funding requirements and funding priorities have evolved, and EDA grants generally no longer support the same level of ongoing operational expenses and equipment costs. This experience highlighted the importance of carefully evaluating the long-term sustainability and operating requirements of grant-funded facilities when developing future projects.

One of the most significant lessons from the project, however, is the success of the incubator itself. The facility accomplished its primary economic development purpose by providing businesses with the space and resources needed to establish and grow. Two notable success stories were Stream2Sea and Debut Development. Both businesses experienced significant growth while operating from the incubator, ultimately requiring new facilities to accommodate their manufacturing and production operations. Both companies transitioned to Commerce Park, allowing them to continue expanding their operations within Hardee County. The growth of these businesses demonstrates the value of the incubator model as a tool for supporting emerging businesses through critical stages of development. Rather than remaining long-term tenants, successful businesses were able to graduate from the incubator and transition into facilities better suited to their expanded operations.

The eventual disposition of the property also created an opportunity to place the building into a use more consistent with its location and long-term market potential. The Highway 17 Corridor Study identified properties along this portion of the corridor as being well suited for commercial development and uses. With the incubator's primary purpose fulfilled and its successful businesses transitioned to Commerce Park, selling the property for continued private commercial use represented a strategic next step in the property's lifecycle. Overall, the project demonstrates both the challenges and successes associated with long-term economic development investments. While the funding environment has changed since the original EDA grant was awarded, the incubator ultimately achieved its intended purpose: helping businesses establish, grow, and transition into larger facilities. The successful growth and relocation of Stream2Sea and Debut Development, combined with the property's transition to private commercial ownership, represent significant outcomes of the IDA's original investment.



5. Supporting Documentation

- ☐ [Stream2Sea Lease Agreement](#)
- ☐ [Pack and Ship](#)
- ☐ [Debut Development Lease Agreement](#)
- ☐ Peace River Paddle Sports Lease Agreement
- ☐ [TW Wells LLC Lease Agreement](#)
- ☐ [Southeast Steel Lease Agreement](#)
- ☐ [Sale/Purchase Contract](#)
- ☐ [Photos](#)

6. Sign-Off

Project Manager: _____ Date: _____

CEO: _____ Date: _____

Project Close-Out Checklist

This checklist ensures that all required steps and documentation have been completed before closing a project.

- ☒ All contracts executed and documented
- ☒ Financial reconciliation complete and approved.
- ☒ All incentives documented and entered into project tracking database and compliance requirements verified.
- ☒ Project data entered in project information database.
- ☒ Photos, press releases, and marketing materials filed.
- ☒ Lessons learned documented and reviewed internally.
- ☒ Final Project Close-Out Report completed and signed.
- ☒ Project presented to Board for final reporting.



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ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Melanie Roberts - Digital Connectivity Contract**

ACTION RECOMMENDED - Motion to approve the Professional Services Agreement between the Hardee County Industrial Development Authority and Rapid Systems, Inc., as presented or substantially similar form, and authorize Chair or Vice Chair to sign.

SUGGESTED ACTION:

ATTACHMENTS:
[Digital Connectivity Agreement.pdf](#)

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as “Agreement”) is made and entered into this ____ day of _____, 2026, between the Hardee County Industrial Development Authority, a dependent special district and body politic and corporate of the State of Florida (hereinafter referred to as the “IDA”) and Rapid Systems, Inc., a Florida for-profit corporation (hereinafter referred to as the “Consultant”).

WITNESSETH

WHEREAS, the IDA desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: Public Wi-Fi Infrastructure Design, Engineering, and Installation; and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in Hardee County, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

WHEREAS, the selection and engagement of the Consultant has been made by the IDA pursuant to that certain RFP #2026-01 for Public Wi-Fi Infrastructure Design, Engineering, and Installation.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 IDA

The term “IDA” shall refer to the Hardee County Industrial Development Authority, a dependent special district and body politic and corporate of the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the IDA’s behalf relative to this Agreement.

2.02 CONSULTANT

The term “Consultant” shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES

The term “Professional Services” shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its

employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term “Sub-Consultant” shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The IDA shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term “Subcontractor” shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The IDA shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term “Project” shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term “Basic Services” shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term “Additional Services” shall refer to such professional services as the IDA may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term “Change Order” shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant’s general administrative and overhead costs and profit.

In the event the IDA decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the IDA may do so by issuance of a written change order to the Consultant.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term “Supplemental Task Authorization” as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 CHAIR

The term “Chair” shall refer to the Chair of the Board of Directors of the IDA or his designee requesting the service, employed by the Board of Directors of the IDA to serve and act on the IDA’s behalf, as it relates to this project. The Chair within the authority conferred by the Board of Directors, acting as the IDA’s designated representative shall issue written notification to the Consultant of any and all changes approved by the IDA in the Consultant’s: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The Chair shall be responsible for acting on the IDA’s behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term “Project Manager” shall refer to the person employed or retained by the IDA and designated, in writing, to serve and act on the IDA’s behalf to provide direct contact and communication between the IDA and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the IDA is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant’s compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant’s professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the IDA and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the IDA shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the IDA covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the IDA; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Hardee County, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the IDA in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify IDA's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the IDA, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the IDA shall request, in writing, be removed, this request may be made by the IDA with or without cause.

5) IMMIGRATION LAW COMPLIANCE

Contractors providing services to the IDA, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the IDA. Before any contract with the IDA is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors and subcontractors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the IDA. The IDA may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the IDA approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, in its services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) IDA'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, nor acceptance by the IDA of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the IDA's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the IDA's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY AND HOLD HARMLESS

Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify and hold harmless the IDA, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to sub-consultants, sub-contractors and materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consultant and IDA agree that the monetary limitation on the indemnification provided under this contract is limited to the full amount of the contract award, including any sums added or subtracted from the contract award through Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, IDA agrees that the Consultant will not be liable for damages arising out of the negligence of the IDA, its officers, or employees.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without IDA's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its cost and expenses and in a manner acceptable to and approved by the IDA, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the IDA.

The IDA reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the IDA for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the IDA cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under this Agreement. Any opinions or estimates of probable construction costs to be provided under this Agreement by the Consultant are to be made or reviewed on the basis of Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional, familiar generally with the construction industry. The IDA agrees that the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or control over competitive bidding or market conditions, nor the Contractor's methods of determining prices. However, while Consultant cannot and does not guarantee that proposals, bids, or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Consultant, IDA may choose to employ an independent

cost estimator in order to achieve greater assurance of actual construction costs.

3.10 PERMITS

The Consultant, if applicable to the Consultant's Scope of Services, will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the IDA in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the IDA and made payable to the respective governmental body upon the Consultant furnishing the IDA satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the IDA in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The IDA shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the IDA so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the IDA request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the IDA incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The IDA may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the IDA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations authorized thereto shall be understood and agreed to compensate the Consultant for providing and performing professional services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE IDA

4.01 DESIGNATION OF PROJECT MANAGER

The IDA agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the IDA's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF IDA INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the IDA has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) IDA TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the IDA agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the IDA to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the IDA such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF IDA'S DESIGNATED REPRESENTATIVES

The IDA agrees that the Chair and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The IDA further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO IDA PROPERTY

The IDA agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to IDA property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with IDA operations, or the operations carried on by others under a lease, or other contractual arrangement with the IDA, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field workdays and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The IDA shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the IDA in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the IDA each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The IDA shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

- a) The IDA shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the IDA. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the IDA.
- b) The IDA shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the IDA. The decision of the IDA shall be final as to the work-in-progress percentages paid. Payment by the IDA for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the IDA of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

The IDA shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the IDA object or take exception to the amount of any Consultant's invoice statement, the IDA shall notify the Consultant of such objection or exception within the thirty (30) calendar days payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar days' period, the IDA shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE IDA

In the event of termination of this Agreement at the convenience of the IDA, not at the fault of the Consultant, the IDA shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the IDA of project drawings, plans, data, and other project documents.

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the IDA suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the IDA shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the IDA and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the IDA may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the IDA will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the IDA, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the IDA shall grant the extension if the IDA determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the IDA, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the IDA on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the IDA may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the IDA at its option, may, upon written notice to the Consultant, and affording Consultant reasonable time and opportunity to investigate, refute or cure, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the IDA's attention, in writing. The IDA will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the IDA to determine if such a conflict of interest exists. If the IDA determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the IDA.

If the IDA determines that there is no such conflict of interest, then the IDA shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the IDA's prior written consent, and if the IDA subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the IDA as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the IDA may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the IDA. The Consultant shall have the right, subject to the IDA's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The IDA shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM IDA GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to IDA hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as “Vendor”. The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

The Vendor shall procure and maintain property insurance (Builder’s Risk, Installation Floaters, etc.) upon the entire project, if required, to the full insurable value of the scope of work. The IDA and the Vendor waive against each other and the IDA’s separate Vendors, Contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and IDA shall, where appropriate, require similar waivers of subrogation from the IDA’s separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

Certificates issued as a result of the award of this solicitation must identify: “For any and all work performed on behalf of the Hardee County Industrial Development Authority.”

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the IDA as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the IDA.

The Certificate Holder shall be named as: Hardee County Industrial Development Authority. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: “For any and all work performed on behalf of the Hardee County Industrial Development Authority.”

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor’s sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the IDA of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the IDA, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the IDA may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the IDA for such costs within thirty (30) days after demand, the IDA has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the IDA and Vendor. The IDA shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the IDA to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the IDA renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the IDA with such renewal certificate(s) shall be considered justification for the IDA to terminate any and all contracts.

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00-REPRESENTATION OF THE IDA

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the IDA in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the IDA's behalf, and shall not act on the IDA's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The IDA will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All final documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the IDA of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the IDA, shall be delivered by the Consultant to the IDA within seven (7) calendar days of the IDA making such a request. In the event the IDA gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the IDA of a written change order deleting all or part of the services or work required, the Consultant shall deliver to the IDA the requested documents as set forth hereinabove, with the mutual understanding and commitment by the IDA that compensation earned or owing to the commitment by the IDA that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the IDA for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the IDA.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The IDA and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the IDA deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the IDA, and provided further that to the extent provided by law the IDA shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

- a) Keep and maintain public records required by the IDA to perform the service.
- b) Upon request from the IDA's custodian of public records, 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.
- c) 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 Consultant does not transfer the records to the IDA.
- d) Upon completion of the Contract, transfer, at no cost, to the IDA all public records in possession of the Consultant or keep and maintain public records required by the IDA to perform the service. If the Consultant transfers all public records to the IDA upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the IDA, upon request from the IDA's custodian of public records, in a format that is compatible with the information technology systems of the IDA.
- e) The IDA will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f) A Consultant who fails to provide the public records to the IDA within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.
- g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**
- h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases or tasks.

ARTICLE 19.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

Exhibit A entitled Scope of Professional Services
dated _____.

Exhibit B entitled Truth in Negotiation Certificate
dated _____.

Exhibit C entitled Insurance and Bonding Requirements
dated _____.

Exhibit D entitled Vendor's Insurance Statement
dated _____.

Exhibit E Scrutinized Companies Statement
dated _____.

Exhibit F Human Trafficking Affidavit
dated _____.

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO IDA

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the IDA shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, or by electronic mail, addressed to the following IDA address of record and sent to the attention of the IDA's Project Manager unless waived by IDA:

Melanie Roberts, IDA Project Manager
107 East Main Street, Wauchula, Florida 33873
mroberts@thedevelopmentgroup.net

20.02 NOTICES BY IDA TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the IDA to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, or by electronic mail, addressed to the following Consultant's address of record unless waived by Consultant:

Rapid Systems, Inc.
1801 North Himes Avenue, Tampa, Florida 33607

Denise@rapidsys.com
Telephone Number: (813) 232-4887

ATTENTION: Denise Hamilton
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address or email address of record by written notice to the other party per above contacts.

ARTICLE 21.00-TERM

This Agreement is effective as of _____, 2026.

ARTICLE 22.00-TERMINATION

This Agreement may be terminated by the IDA at its convenience, or due to the fault of the Consultant, by the IDA giving thirty (30) calendar days written notice to the Consultant.

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the IDA's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the IDA may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the IDA's contractual right to terminate this Agreement in its entirety as set forth above, the IDA may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The IDA shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the IDA dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request.

Notwithstanding anything to the contrary herein, if IDA fails to pay any amount when due hereunder and such failure continues for ten (10) days after IDA's receipt of written notice of nonpayment, then Consultant (1) may retain all prior payments received from IDA in relation to the services (even if such services have not yet been performed) (2) cease providing services unless and until such breach is cured to Consultant's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to IDA.

Upon termination, the Consultant shall deliver to the IDA all papers, drawings, models, and other material in which the IDA has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the IDA.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the IDA issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the IDA's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 25.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 26.00- CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the IDA nor Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the IDA and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

ARTICLE 27.00- DISPUTE RESOLUTION

The IDA and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the IDA shall pay for such services during the dispute resolution process unless the IDA issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

ARTICLE 28.00- FORCE MAJEURE

Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

ARTICLE 29.00- FLORIDA STATUTE SEC. 558.0035

PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 30.00 – MISCELLANEOUS STATUTORY COMPLAINTS

- a) Public Entity Crimes – The IDA will comply with Florida Statute Section 287.133, including not conducting business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list.
- b) Diversity, Equity, and Inclusion – Pursuant to Florida Statute Section 287.139, Consultant certifies that it does not and will not use IDA funds provided under this Agreement to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595 and 166.04971, Florida Statutes. Consultant acknowledges that this certification is a material representation upon which the IDA has relied in entering into this Agreement. Consultant shall immediately notify the IDA in writing if it becomes unable to comply with this certification during the term of the Agreement. Failure to comply with this provision shall constitute a material breach of this Agreement and may result in termination for cause, withholding of payment, or any other remedy available to the IDA under this Agreement or applicable law.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

HARDEE COUNTY INDUSTRIAL DEVELOPMENT
AUTHORITY

BY: _____
Robert C. Idsardi, Chair

DATE: _____

ATTEST:

BY: _____

CONSULTANT

BY: _____
(Authorized Signature)

(Title)

DATE: _____

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services

Date: _____, 2026

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to Hardee County IDA RFP 2026-01: Public Wi-Fi Infrastructure Design, Engineering, and Installation; all work by Consultant under this Agreement will be subject to the scope and requirements of that solicitation and the scope and requirements of the proposal subject to this Agreement awarded attached hereto.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to pursuant to the Scope of Services for the aforementioned solicitation. All tasks must be completed by October 31, 2026, and all invoicing for each task for be complete and submitted to the IDA by September 30, 2026.

Section 3 Rate Schedule

Consultant shall perform all services and/or work necessary pursuant to the Scope of Services and the relevant Task Orders for the individual Project or Project(s) in accordance with Consultant's defined rate schedule attached hereto, such rate schedule setting the rates for Principles, Associates, and any costs to be attributed to IDA.

The IDA shall have the right to set a Not To Exceed amount for each task, and such tasks shall be completed at the rates provided in the attached proposal. The Not To Exceed amount for the entire project shall be \$391,380.00.

EXHIBIT B

Truth in Negotiation Certificate

Date: _____

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the IDA for the project known as RFP #2026-01 – Public Wi-Fi Infrastructure Design, Engineering and Installation.

Before me, the undersigned authority personally appeared, _____, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above-mentioned Agreement as provided in Truth-In-Negotiations Certificate.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by the IDA and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Agreement referred to as the Consultant, doing business as:

COMPANY NAME: _____

BY: _____

TITLE: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____,

by _____ who is personally known OR has produced

(Print or Type Name)

(Type of Identification & Number)

as identification.

Notary Public Signature

Notary Commission Number/Expiration

EXHIBIT C

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the IDA. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	<u>\$1,000,000</u> single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ <u>\$1,000,000</u> per occurrence, <u>\$1,000,000</u> aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the IDA, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the IDA agrees that the Consultant will not be liable for damages arising out of the negligence of the IDA, its officers, or employees.
☒ Automobile Liability	☒ <u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable

	to the completion of the work. \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work ☐ Pollution \$ _____ Per Occurrence ☒ Professional Liability \$1,000,000 per claim and in the aggregate ☐ Umbrella Excess \$ _____ Per Occurrence
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the IDA on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per §255.05, Florida Statutes, as amended, the Contractor shall provide a certified copy of the recorded bond to the IDA.</u>

☒ Vendor shall require that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide IDA with certificates of insurance meeting the required insurance provisions.

☒ The IDA must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS**" on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the IDA. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the Hardee County Industrial Development Authority."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor. Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the IDA.

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Company Name

DUNS Number

Signature

Date

Print Name and Title

Street Address

City, State, Zip

For IDA use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____

Date: _____

Name: _____

EXHIBIT E

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFP 2026-01, for Public Wi-Fi Infrastructure Design, Engineering, and Installation.
2. This sworn statement is submitted by _____ whose business
[Name of entity submitting sworn statement]
address is _____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.
_____.
3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.
_____.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

- [] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

- [] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan

List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

- [] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- [] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

- [] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
- [] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The IDA will follow §287.135, Florida Statutes, as amended. If the IDA determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the IDA by written notification. If the IDA determines this Vendor is found to have submitted a false certification, 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 with Cuba or Syria, the IDA shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____,
20____,

by _____ as _____
of _____

_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

For IDA use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____

Print Name: _____

Date: _____

EXHIBIT F

Human Trafficking Affidavit – Florida Statute Section 787.06

SWORN STATEMENT UNDER SECTION 787.06(14), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, Quote, or Agreement for RFP 2026-01, for Public Wi-Fi Infrastructure Design, Engineering, and Installation.
2. This sworn statement is submitted by _____ whose business
[Name of entity submitting sworn statement]
address is _____ and (if
applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the above is
[Please print name of individual signing]

_____.
4. The non-governmental entity submitting this sworn statement does not use coercion for labor or services as defined in Florida Statute Section 787.06.
5. I understand that the Hardee Couty IDA is relying upon this sworn statement and that failure to comply with the representations herein shall constitute a material breach of this Agreement and result in termination for cause.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Human Trafficking Affidavit, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20_____,
by _____ as _____ of _____, who
personally swore or affirmed that he/she is authorized to execute this document and thereby bind the
Corporation, and who is personally known to me OR has produced _____ as
identification.

NOTARY PUBLIC, State of _____

(stamp)



Item Cover Page

ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Krystin Chapman - Land Lease**

ACTION RECOMMENDED - Motion to approve the lease agreement between the Hardee County Industrial Development Authority and Holly Smith as presented or in substantially similar form, and authorize Chair or Vice Chair to sign.

SUGGESTED ACTION:

ATTACHMENTS:

[Final Cattle Lease- Smith.pdf](#)

L E A S E A G R E E M E N T

BASIC LEASE INFORMATION

Lease Date:	_____, 2026
Landlord:	HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a dependent special district and body politic and corporate of the State of Florida
Landlord's Address:	The Development Group 107 E. Main Street Wauchula, FL 33873 Attention: Krystin Chapman Email: Kchapman@thedevelopmentgroup.net
	Kaylee A. Tuck, Esq. GrayRobinson, P.A. 12800 University Dr., Suite 260 Fort Myers, FL 33907 Email: kaylee.tuck@gray-robinson.com
Tenant:	Holly Smith
Tenant's Address and Telephone Number:	1265 Mott Road Wauchula, Florida 33873 (863) 781-3871
Premises:	The property described on Exhibit A attached hereto and pursuant to the terms of this Lease.
Premises Address:	Commerce Court, Wauchula, Florida 33873 (Parcel ID: 29-33-0873-00000-00TB)
Length of Term:	One (1) year from the Commencement Date with optional Renewal Terms as defined below
Commencement Date:	The date on which the last party signs this Agreement
Rent Commencement Date:	The 1 st day of the month following the Commencement Date
Expiration Date:	The date upon which the Term of this Lease expires
Base Rent:	As determined pursuant to Paragraph 3 of this Lease
Permitted Use:	Pastureland for cattle grazing and cow/calf operation with no structures or improvements to the property, and for no other uses

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between Landlord and Tenant on the Lease Date. The defined terms used in this Lease which are defined in the Basic Lease Information attached to this Lease Agreement (“**Basic Lease Information**”) shall have the meaning and definition given them in the Basic Lease Information. The Basic Lease Information, the exhibits, and this Lease Agreement are and shall be construed as a single instrument and are referred to herein as the “**Lease**”.

1. DEMISE

In consideration for the rents and all other charges and payments payable by Tenant, and for the agreements, terms and conditions to be performed by Tenant in this Lease, Landlord does hereby lease to Tenant, and Tenant does hereby hire and take from Landlord, the Premises described on **Exhibit “A”** and in the Basic Lease Information (the “**Premises**”), upon the agreements, terms and conditions of this Lease for the Term hereinafter stated.

2. TERM

The term of this Lease (the “**Term**”) shall be for the period specified in the Basic Lease Information, commencing on the Commencement Date, and any Renewal Terms as specified in Section 28 of this Lease.

Notwithstanding any provisions herein to the contrary, Landlord and Tenant shall each have the right to terminate this Lease, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination prior to the expiration of a Term, the Base Rent prepaid for the Term shall be prorated as of the date the Lease is terminated, and such amount shall be refunded to Tenant.

3. RENT

3.1 Rent Commencement Date and Base Rent Calculation. The Rent Commencement Date shall be the date that is the 1st day of the month after the Commencement Date and the Base Rent due under this Lease shall be paid on the Rent Commencement Date. Tenant shall pay to Landlord, at the address set forth above, or at such other address or addresses as Landlord may designate from time to time, as rent for the Leased Premises, a total amount of **Forty and 00/100 Dollars (\$40.00) per acre, such acreage for the Premises being an agreed upon 0.50 acres for a total annual Base Rent of Twenty and 00/100 Dollars (\$20.00).**

4. TAXES AND UTILITIES

4.1 Taxes. Landlord shall be responsible for the payment of all real property taxes and assessments as it relates to the Premises; provided that Tenant shall be responsible for any taxes assessed against property that is the exclusive property of Tenant, including but not limited to tangible personal property taxes.

4.2 **Utilities.** Tenant shall pay the cost of all water, sewer use, and other utilities billed or metered to the Premises and/or Tenant, together with all taxes, assessments, charges and penalties added to or included within such cost. Landlord shall not be liable for any loss, injury or damage to property caused by or resulting from any variation, interruption, or failure of Utilities due to any cause whatsoever, or from failure to make any repairs or perform any maintenance.

5. USE OF PREMISES

5.1 **Permitted Use.** The use of the Premises by Tenant and Tenant's agents, advisors, employees, partners, shareholders, directors, invitees and independent contractors (collectively, "**Tenant's Agents**") shall be solely for the Permitted Use specified in the Basic Lease Information and for no other use. Tenant shall be responsible for the construction and maintenance of a barbed wire fence along the property line. Tenant shall not permit any odor, smoke, dust, gas, noise, or vibration to emanate from or near the Premises that would be considered objectionable and would be considered to exceed the character of the Premises as a cattle operation. The Premises shall not be used to create any nuisance or trespass, for any illegal purpose, for any purpose not permitted by Laws, for any purpose that would invalidate the insurance or increase the premiums for insurance on the Premises. At the end of the lease term, Tenant may choose to remove the fence constructed on the Premises, but must do so within 14 days following the termination of the Lease.

5.2 **Compliance with Governmental Regulations and Private Restrictions.** Tenant and Tenant's Agents shall, at Tenant's expense, faithfully observe and comply with: (i) all municipal, state and federal laws, statutes, codes, rules, regulations, ordinances, requirements, and orders (collectively, "**Laws**"), now in force or which may hereafter be in force pertaining to the Premises or Tenant's use of the Premises.

6. ACCEPTANCE OF PREMISES

By accepting delivery of the Premises, Tenant accepts the Premises as suitable for Tenant's intended use and as being in good and sanitary operating order, condition and repair, AS IS, and without representation or warranty by Landlord as to the condition, use or occupancy which may be made thereof. Landlord is not providing any security services with respect to the Premises, and Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any bodily injury, loss by theft or any other damage suffered or incurred by Tenant or Tenant's employees or visitors in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

7. SURRENDER

On or before the expiration or sooner termination of this Lease, (i) Tenant shall remove all of Tenant's Property (as hereinafter defined) and Tenant's signage from the Premises and the Premises and repair any damage caused by such removal, and (ii) Landlord may, by notice to Tenant given not later than ninety (90) days prior to the Expiration Date (except in the event of a termination of this Lease prior to the scheduled Expiration Date, in which event no advance notice shall be required), require Tenant at Tenant's expense to remove any or all Alterations and repair any damage caused by such removal. Any of Tenant's Property not so removed by Tenant as required herein shall be deemed abandoned and may be stored, removed, and disposed of by

Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property provided that Tenant shall remain liable to Landlord for all costs incurred in storing and disposing of such abandoned property of Tenant.

8. MAINTENANCE AND REPAIRS OF PREMISES

Tenant shall not make, or permit to be made, any alteration, addition or improvement (hereinafter referred to individually as an "Alteration" and collectively as the "Alterations") to the Premises or any part thereof without the prior written permission of Landlord.

Tenant shall, at its sole expense keep and maintain in good order and condition the Premises and Tenant's Property. Tenant will be the sole occupant and will be responsible for holding and managing all maintenance contracts and maintaining the Premises. Tenant shall be solely responsible for maintenance, repair, and replacement of any and all gates, fencing, and any other improvements to the Premises. Tenant shall also be responsible for the maintenance of any trees, shrubbery, or other landscaping that may create unkempt or hazardous conditions on the Premises. Landlord shall have no obligation to maintain, repair, or replace any fixtures or improvements on the Premises, and shall not be responsible for any disruption or loss of business or personal property as a result of damage or destruction to fixtures or improvements.

9. LANDLORD'S INSURANCE

Landlord may purchase and keep in force fire, extended coverage and "all risk" insurance covering the Premises and Tenant shall reimburse Landlord for the costs of maintaining such insurance, such reimbursement shall be limited to the increased premium cost for coverage of the Premises. Tenant shall, at its sole cost and expense, comply with any and all reasonable requirements of any insurer providing fire and commercial general liability insurance covering the Premises. Tenant, within fifteen (15) days after demand from Landlord, shall reimburse Landlord, as Additional Rent, for the insurance premiums paid by Landlord for the Premises during the Term of this Lease and such reimbursement shall be made by Tenant to Landlord on an annual basis.

10. TENANT'S INSURANCE

10.1 Commercial General Liability Insurance. Tenant shall, at Tenant's expense, secure and keep in force a "broad form" commercial general liability insurance policy covering the Premises, insuring Tenant, and naming Landlord, and agents from time to time, and Landlord's lenders (collectively "**Landlord's Insureds**"), as additional insureds against any liability arising out of the ownership, use, occupancy or maintenance of the Premises. The minimum limit of coverage of such policy shall be in the amount of not less than Two Million Dollars (\$2,000,000.00) for injury or death of one person in any one accident or occurrence and in the amount of not less than One Million Dollars (\$1,000,000.00) for injury or death of more than one person in any one accident or occurrence, shall include an extended liability endorsement providing contractual liability coverage (including coverage for Tenant's indemnification obligations in this Lease), and shall contain a severability of interest clause or a cross liability endorsement. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least Two Million Dollars (\$2,000,000.00). Landlord may from time to time require

reasonable increases in any such limits if Landlord believes that additional coverage is necessary or desirable. The limit of any insurance shall not limit the liability of Tenant hereunder. No policy maintained by Tenant under this Paragraph 10.1 shall contain a deductible greater than Two Thousand Five Hundred Dollars (\$2,500.00). No policy shall be cancelable or subject to reduction of coverage without thirty (30) days' prior written notice to Landlord, and loss payable clauses shall be subject to Landlord's approval. Such policies of insurance shall be issued as primary policies and not contributing with or in excess of coverage that Landlord may carry, by an insurance company authorized to do business in the State of Florida is located for the issuance of such type of insurance coverage and rated A-:X or better in Best's Key Rating Guide.

10.2 Personal Property Insurance. Tenant shall maintain in full force and effect on all of its personal property, furniture, furnishings, trade or business fixtures and equipment (collectively, "**Tenant's Property**") on the Premises, a policy or policies of fire and extended coverage insurance with standard coverage endorsement to the extent of the full replacement cost thereof. No such policy shall contain a deductible greater than Two Thousand Five Hundred Dollars (\$2,500.00). During the term of this Lease the proceeds from any such policy or policies of insurance shall be used for the repair or replacement of the fixtures and equipment so insured. Landlord shall have no interest in the insurance upon Tenant's equipment and fixtures and will sign all documents reasonably necessary in connection with the settlement of any claim or loss by Tenant. Landlord will not carry insurance on Tenant's possessions.

10.3 Evidence of Coverage. Tenant shall deliver to Landlord certificates of insurance and true and complete copies of any and all endorsements required herein for all insurance required to be maintained by Tenant hereunder at the time of execution of this Lease by Tenant. Tenant shall, at least thirty (30) days prior to expiration of each policy, furnish Landlord with certificates of renewal or "binders" thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days' prior written notice to Landlord and the other parties named as additional insureds as required in this Lease (except for cancellation for nonpayment of premium, in which event cancellation shall not take effect until at least ten (10) days' notice has been given to Landlord).

11. INDEMNIFICATION

11.1 Of Landlord. Tenant shall defend, protect, indemnify and hold harmless Landlord and Landlord's Agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses. If any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. As a material part of the consideration to Landlord, Tenant hereby releases Landlord and Landlord's Agents from responsibility for, waives its entire claim of recovery for and assumes all risk of (i) damage to property or injury to persons in or about the Premises from any cause whatsoever (except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's Agents or by the failure of Landlord to observe any of the terms and conditions of this Lease, if such failure has persisted for an unreasonable period of time after written notice of such failure), or (ii) loss resulting from business interruption or loss of income at the Premises. The obligations of Tenant under this Paragraph 11 shall survive any termination of this Lease.

11.2 No Impairment of Insurance. The foregoing indemnity shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this Lease, to the extent that such policies cover the peril or occurrence that results in the claim that is subject to the foregoing indemnity.

12. SUBROGATION

Landlord and Tenant hereby mutually waive any claim against the other and its Agent(s) for any loss or damage to any of their property located on or about the Premises that is caused by or results from perils covered by property insurance carried by the respective parties, to the extent of the proceeds of such insurance actually received with respect to such loss or damage, whether or not due to the negligence of the other party or its Agents. Because the foregoing waivers will preclude the assignment of any claim by way of subrogation to an insurance company or any other person, each party shall immediately notify its insurer, in writing, of the terms of these mutual waivers and have their insurance policies endorsed to prevent the invalidation of the insurance coverage because of these waivers. Nothing in this Paragraph 12 shall relieve a party of liability to the other for failure to carry insurance required by this Lease.

13. FREE FROM LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Tenant. If Tenant shall not, within ten (10) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have in addition to all other remedies provided herein and by law the right but not the obligation to cause same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, attorneys' fees) shall be payable to Landlord by Tenant upon demand. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises and the Premises, from mechanics' and materialmen's liens. Tenant shall give to Landlord at least five (5) business days' prior written notice of commencement of any repair or construction on the Premises.

14. ENTRY BY LANDLORD

Tenant shall permit Landlord and Landlord's Agents to enter the Premises at all reasonable times, upon reasonable notice (except in the case of an emergency, for which no notice shall be required), and subject to Tenant's reasonable security arrangements, for the purpose of inspecting the same or showing the Premises to prospective purchasers, lenders or tenants or to provide services, alter, improve, maintain and repair the Premises as required or permitted by Landlord under the terms hereof, or for any other business purpose, without any rebate of Rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. No such entry shall be construed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises. Due to the nature of the cattle operation, Landlord and Landlord's Agents shall be instructed to close and secure all gates upon entry and exit of the Premises.

15. ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily or by operation of law (1) mortgage, pledge, hypothecate or encumber this Lease or any interest herein, (2) assign or transfer this Lease or any interest herein, sublease the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably as set forth below in this Paragraph 15, provided that Tenant is not then in Default under this Lease nor is any event then occurring which with the giving of notice or the passage of time, or both, would constitute a Default hereunder.

16. DEFAULT

16.1 **Tenant Default.** The occurrence of any one of the following events shall constitute an event of default on the part of Tenant (“**Default**”):

16.1.1 Failure to pay any installment of Rent or any other monies due and payable hereunder on the day that the same is due and such failure continues for a period of three (3) days after notice from Landlord to Tenant of such failure;

16.1.2 An assignment or sublease, or attempted assignment or sublease, of this Lease or the Premises by Tenant contrary to the provisions of Paragraph 15 unless such assignment or sublease is expressly conditioned upon Tenant having received Landlord’s consent thereto;

16.1.3 Failure to perform any of Tenant’s covenants, agreements or obligations hereunder (except those failures specified as events of Default in any other subparagraphs of this Paragraph 16, which shall be governed by such other Paragraphs), which failure continues for ten (10) days after written notice thereof from Landlord to Tenant, provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) day period despite reasonable diligence, Tenant shall not be in default under this subparagraph so long as Tenant thereafter diligently and continuously prosecutes the cure to completion and actually completes such cure within thirty (30) days after the giving of such written notice;

16.1.4 Any insurance required to be maintained by Tenant pursuant to this Lease shall be canceled or terminated or shall expire or be reduced or materially changed, except as permitted in this Lease;

16.1.5 Any failure by Tenant to discharge any lien or encumbrance placed on the Premises or any part thereof in violation of this Lease within ten (10) business days after the date such lien or encumbrance is filed or recorded against the Premises or any part thereof.

17. NOTICE OF DEFAULT AND LANDLORD’S REMEDIES

17.1 **Notice of Default.** In the event of Default by Tenant involving the failure of Tenant to make any payment required by this Lease when due, Landlord shall provide Tenant a written Notice of Default. The failure to make any payment required by this Lease continues for three (3)

days after written Notice of Default shall be considered a default entitling Landlord to immediately seek all remedies available pursuant to this Lease or at law.

In the event of Default by Tenant to comply with any obligation imposed upon Tenant by this Lease, other than the obligation to pay money, Landlord shall provide Tenant a written Notice of Default. The failure to comply with such obligation, other than the obligation to pay money, within fifteen (10) days after written Notice of Default from Landlord to Tenant shall be considered a default entitling Landlord to immediately seek all remedies available pursuant to this Lease or at law. Should the obligation be such that it cannot reasonably be corrected within fifteen (10) days, Tenant shall not be in default so long as Tenant is diligently proceeding to comply and the noncompliance does not continue for over thirty (30) days after Notice of Default. A subsequent failure of Tenant to comply with the same obligation shall be a default without any grace period or further notice.

Such Notices of Default may be delivered by electronic mail, registered mail, or electronic mail followed by registered mail, and such Notice of Default shall be considered received upon delivery if by electronic mail and within two (2) days of deposit if by registered mail, whichever occurs first.

17.2 Remedies. In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and under this Lease, Landlord may exercise any of the remedies set forth below:

17.2.1 Termination. Landlord may, pursuant to written notice thereof to Tenant, immediately terminate this Lease by delivering notice of Termination to Tenant and peaceably or pursuant to summary dispossession proceedings or other appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account without being liable for any damages therefor.

17.2.2 Additional Rights and Remedies. In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and under this Lease, Landlord may continue this Lease in effect after Tenant's Default and abandonment and recover Rent as it becomes due. In addition, Landlord shall not be liable in any way whatsoever for its failure or refusal to relet the Premises. For purposes of this Paragraph 17.2.2, the following acts by Landlord will not constitute the termination of Tenant's right to possession of the Premises: (i) acts of maintenance or preservation or efforts to relet the Premises, including, but not limited to, alterations, remodeling, redecorating, repairs, replacements and/or painting as Landlord shall consider advisable for the purpose of reletting the Premises or any part thereof; or (ii) the appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease or in the Premises.

17.3 Cumulative Remedies. The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

18. ATTORNEYS' FEES

If either party hereto fails to perform any of its obligations under this Lease or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this

Lease, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' and paralegals' fees and disbursements, whether incurred out of court, at trial, on appeal or in any administrative or bankruptcy proceeding.

19. TAXES

Tenant shall be liable for and shall pay directly to the taxing authority, prior to delinquency, all taxes levied against Tenant's Property, including tangible personal property taxes and assessments. If any Alteration installed by Tenant or any of Tenant's Property is assessed and taxed with the Premises, Tenant shall pay such taxes to Landlord within ten (10) days after delivery to Tenant of a statement therefor.

20. EFFECT OF CONVEYANCE

"Landlord" means, from time to time, the then current owner of the Premises. In the event of any sale of the Premises, Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed, without further agreement between the parties and the purchaser at any such sale, that the purchaser of the Premises has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

21. NOTICES

Unless otherwise provided, all notices and demands which are required or may be permitted to be given to either party by the other hereunder shall be in writing and shall be sent by United States mail, postage prepaid, certified, by email, or by personal delivery or overnight courier, addressed to the addressee at Tenant's Address or Landlord's Address as specified in the Basic Lease Information, or to such other place as either party may from time to time designate in a notice to the other party given as provided herein. Notice shall be deemed given upon delivery (or attempted delivery if delivery is refused), or one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above. In no event shall either party use a post office box or other address which does not accept overnight delivery.

22. WAIVER

The waiver of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Landlord regarding any Default by Tenant shall impair such a right or remedy or be construed as a waiver. Any waiver by Landlord of any Default must be in writing and shall not be a waiver of any other Default concerning any other provisions of this Lease.

23. SUCCESSORS AND ASSIGNS

The terms, covenants and conditions of this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto. If Tenant shall consist of more than one entity or person, the obligations of Tenant under this Lease shall be joint and several.

24. LIMITATION OF LIABILITY

In the event of any default or breach by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Premises or the Premises, Tenant's remedies shall be limited solely and exclusively to an amount which is equal to the interest in the Premises of the then current Landlord. For purposes of this Lease, "**Landlord Parties**" means, collectively Landlord, its member(s) manager, partners, beneficiaries, shareholders, officers, directors, trustees, employees, agents, or any successor in interest of any of them. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Paragraph shall inure to the benefit of Landlord's and the Landlord Parties' present and future member, manager, partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner, member, manager, trustee, or beneficiary of Landlord, have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with Tenant's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring. Nothing in this Lease shall be deemed or construed in any manner as a waiver of any privilege, immunity, limits of liability or other protections which are provided or available to Landlord under the doctrine of sovereign immunity or the limitations of liability as provided by Section 768.28, Florida Statutes and nothing in this Lease shall insure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

Notwithstanding anything to the contrary contained in this Lease, nothing in this Lease shall impose any obligations on Tenant or Landlord to be responsible or liable for, and each hereby waives and releases the other from all liability for consequential damages; provided, however, that this waiver and release shall expressly exclude those consequential damages incurred by Landlord in connection with (i) the holdover of the Premises by Tenant after the expiration or earlier termination of this Lease, (ii) the contamination of the Premises or any property resulting from the presence or use of Hazardous Materials caused or permitted by Tenant or Tenant's Agents, or (iii) any repair, physical construction or improvement work performed by or on behalf of Tenant in the Premises.

25. RULES AND REGULATIONS

Tenant shall comply with such reasonable rules and regulations as Landlord may adopt from time to time for the orderly and proper operation of the Premises.

26. ENTIRE AGREEMENT

This Lease, including the Exhibits and any Addenda attached hereto, which are hereby incorporated herein by this reference, contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein or therein, shall be of any force and effect. If there is more than one Tenant, the obligations hereunder imposed shall be joint and several.

27. INTEREST

Any installment of Rent and any other sum due from Tenant under this Lease which is not received by Landlord within ten (10) days from when the same is due shall bear interest from the date such payment was originally due under this Lease until paid at the lesser of (a) an annual rate equal to the maximum rate of interest permitted by law, or (b) an annual rate equal to eighteen (18%) per annum. Payment of such interest shall not excuse or cure any Default by Tenant. In addition, Tenant shall pay all costs and attorneys' fees incurred by Landlord in collection of such amounts.

28. RENEWAL

In the event that Tenant has an interest in extending the Term of this Lease and provided Tenant is not in Default under any of the terms and conditions of this Lease and has not been in Default at any time during the Term of this Lease, Tenant shall notify Landlord of such interest no later than thirty (30) days prior to the expiration date of this Lease and Landlord shall notify Tenant within three (3) days after receiving such notice whether (i) Landlord is not willing to extend the Term of this Lease, in which event this Lease shall terminate upon the then expiration date of this Lease or (ii) Landlord is willing to extend the Term of this Lease, in which event Landlord shall notify Tenant of the length of the renewal option, the rent for the renewal option and such other terms and conditions upon which Landlord is willing to extend the Term of this Lease (the "Renewal Terms").

29. JURY TRIAL WAIVER; CONSENT TO VENUE

29.1 Each party waives any right to trial by jury with respect to any action or proceeding (a) brought by Landlord, Tenant or any other party, relating to (i) this Lease and/or any understandings or prior dealings between the parties hereto or (ii) the Premises or the Premises or any part thereof.

29.2 Landlord and Tenant hereby waive any rights they may have in the selection of venue with respect to any action or proceeding (i) brought by Landlord, Tenant, or any other party, relating to (A) this Lease and/or any understandings or prior dealings between the parties hereto, or (B) the Premises, or (ii) to which Landlord is a party. Landlord and Tenant hereby stipulate and agree that the venue of any such suit shall be in Hardee County, Florida.

30. FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

31. ACCEPTANCE

This Lease shall only become effective on the date on which the last party signs this Lease Agreement.

32. MISCELLANEOUS PROVISIONS

The phrase "**business days**" means Monday through Friday, excluding holidays. If there shall be more than one person or entity comprising Tenant, the act of or notice from, or notice or refund to, or the signature of, any one or more of them, in connection with any matter arising under this Lease, including but not limited to, any renewal, extension, expiration, termination or modification of this Lease, shall be binding upon each and all of the persons and entities comprising Tenant with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the Lease Date specified in the Basic Lease Information.

LANDLORD:

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

TENANT:

By: _____

By: _____
Robert C. Idsardi, Chair

ATTEST:

Name: _____

Date: _____

EXHIBIT A
DEPICTION OF THE PREMISES





Item Cover Page

ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Sarah Evers** - CareerSource Heartland Lease Agreement

ACTION RECOMMENDED - Motion to approve the Lease agreement between the Hardee County Industrial Development Authority and Career Source, as presented or substantially similar form, and authorize Chair or Vice Chair to sign.

SUGGESTED ACTION:

ATTACHMENTS:

[IDA-CareerSource Lease 26-27.pdf](#)

LEASE

THIS LEASE (the "Lease") is entered into as of September 10, 2026 (the "Effective Date"), between **Hardee County Industrial Development Authority**, a dependent special district and body politic and corporate of the State of Florida ("Landlord"), whose address for rent and notice is 107 E. Main St., Wauchula, FL 33873, and **CareerSource Heartland** ("Tenant"), whose address for notice is 324 6th Ave. N, Wauchula, FL 33873.

1. **PREMISES; TERM; USE.** Landlord leases to Tenant designated office space ("Premises") located at 107 E. Main St., Wauchula, Florida 33873, together with all right appurtenant to the Premises, for the term ("Term") of 12 months commencing on September 10, 2026, and terminating at midnight on September 10, 2027 (the "Termination Date"). Notwithstanding any provisions herein to the contrary, this Lease shall be terminable by either party, for any reason, upon thirty (30) days' written notice to the other party.

2. **RENT.** Tenant shall be liable to Landlord for rent ("Rent") in the sum of ONE AND NO/100 DOLLARS (\$1.00) per year payable to Landlord on the Effective Date of this Lease.

3. **UTILITIES.** Landlord shall be responsible for payment of all utility charges for the Premises.

4. **RULES; REGULATIONS.** The parties agree to comply with all laws, orders, and governmental regulations, and all covenants, conditions and restrictions common to the development or subdivision of which the Premises are a part. Landlord represents that, as of the date of this Agreement, Landlord has obtained all required approvals or consents for this Lease from the governing body for the Premises, and agrees to indemnify and hold Tenant harmless for any loss or damage incurred by Tenant due to any failure by Landlord to timely obtain any such approval or consent.

5. **ASSIGNMENT; SUBLETTING.** Tenant shall not assign or sublet the Premises without the consent of Landlord.

6. **LANDLORD'S ACCESS.** Landlord may enter the Premises in order to inspect the Premises; to make necessary or needed repairs, decorations, alterations, or improvements; to supply agreed services; or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors without the consent of Tenant.

7. **MAINTENANCE; REPAIR.** Tenant acknowledges that the Premises is in good order and repair, and that Tenant is satisfied with its present condition. Tenant agrees to maintain the Premises in a clean and sanitary manner and in good condition and repair.

8. **INSURANCE.**

a. The Landlord shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant, or Tenant's family, agents, employees, guests or visitors, unless such loss, damage or injury shall be specifically caused by the Landlord's willful act or gross negligence.

b. Tenant may, at its sole and absolute discretion, carry insurance covering Tenant's furniture, personal belongings, and other personal property of Tenant stored in the Premises.

9. **SURRENDER OF PREMISES.** At the end of the Term or termination of the Lease, Tenant agrees to surrender the Premises to Landlord in as good condition as they were at the beginning of the Term, reasonable wear and tear excepted.

10. **DEFAULT.**

a. **Events of Default.** If any one or more of the following events occur, the non-defaulting party may treat such event as a default under the Lease:

(1) Tenant fails to pay rent when due;

(2) Either party fails to comply with any provision of the Lease;

b. **Remedies.**

(1) If the Tenant fails to pay rent when due and the default continues for three (3) days after delivery of written demand by the Landlord for payment of the rent or possession of the Premises, the Landlord may terminate the Lease without the necessity for a separate notice of termination and immediately apply to the court for a writ of possession to put the Landlord back in possession of the Premises.

(2) If either party fails to comply with any material provision of this Lease, other than Tenant's failure to pay rent, within seven (7) days after delivery of written notice by the non-defaulting specifying the noncompliance and indicating the intention of the non-defaulting party to terminate the Lease, the non-defaulting party may terminate the Lease without the necessity for a separate notice of termination and immediately apply to the court for all remedies at law or in equity available to it under Florida law.

11. **RADON.** 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.

12. **MISCELLANEOUS.**

- a. Time is of the essence of this Lease.
- b. All covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Landlord and Tenant subject to the restrictions specifically set forth herein. Whenever used as singular, numbers shall include the plural or singular and the use of any gender shall include all genders.
- c. The agreements contained in this Lease set forth the entire understanding of the parties concerning this Lease and may not be changed or terminated orally.
- d. Failure of the Landlord or Tenant to take any action against the other for violation of any of the terms of this Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No act or agreement to accept surrender of the Premises from the Tenant shall be valid unless in writing and signed by the Landlord.
- e. All questions concerning the meaning, execution, construction, effect, validity and enforcement of this Lease shall be in accordance with the laws of the State of Florida.
- f. Venue for any suits or other proceedings with respect to this Lease shall be the county in which the Premises are located. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises.
- g. In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees together with costs.
- h. An electronically-executed version of this Lease and the signatures thereon shall be considered as originals.

The parties have caused this Agreement to be duly executed as of the day and date first written above.

"Landlord"

"Tenant"

Robert C. Idsardi, Chair

Donna Doubleday
President/Chief Executive Officer

Attest:

Date: _____



Item Cover Page

ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Carl Hadden** - SBDC Annual Report

SUGGESTED ACTION:

ATTACHMENTS:
[Hardee County 25-26 Fiscal Yr Recap-SBDC.pdf](#)



Florida SBDC at USF

2025-26 Fiscal Year

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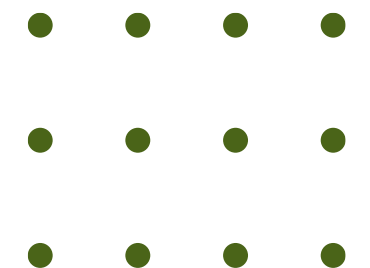
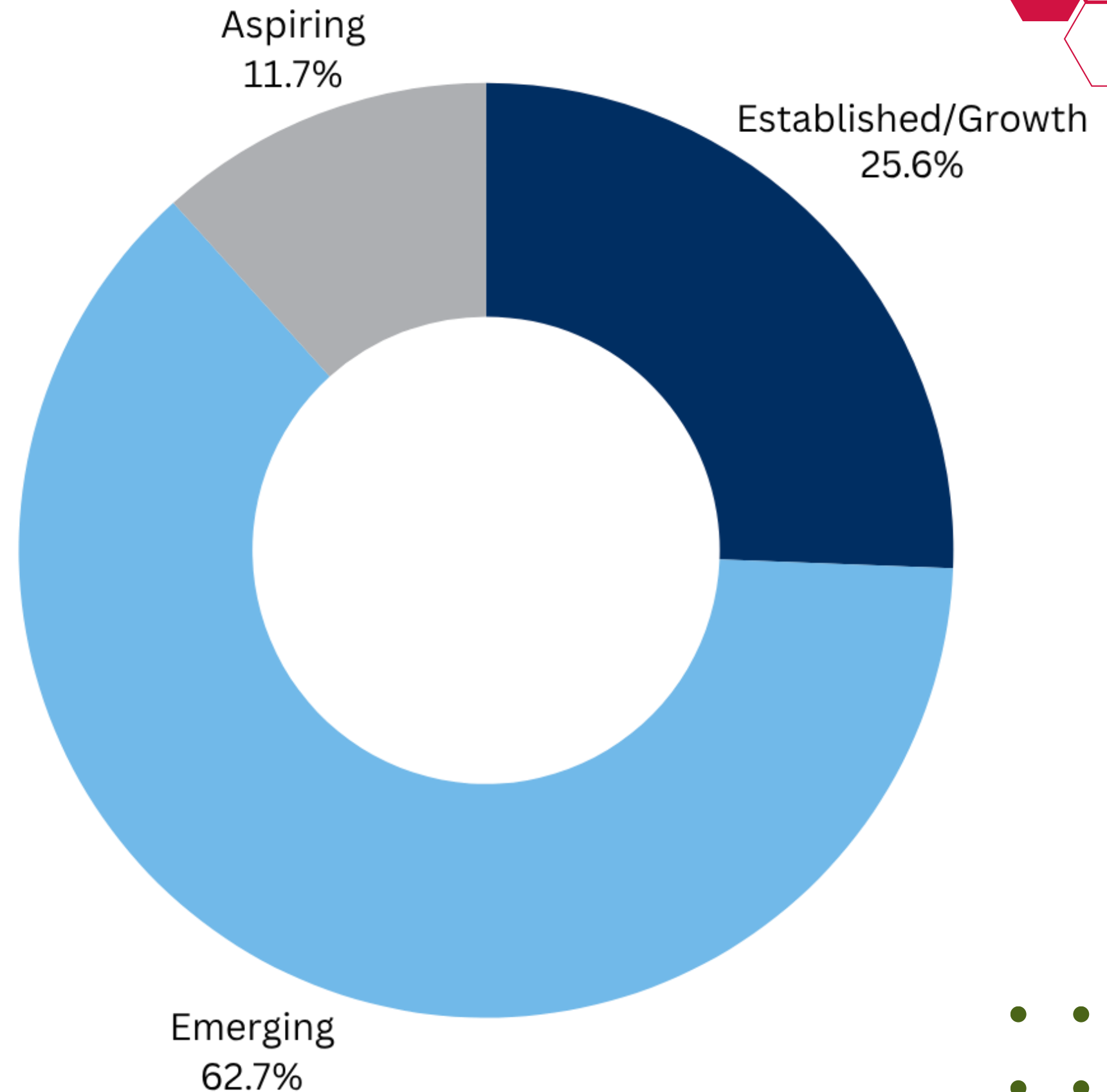
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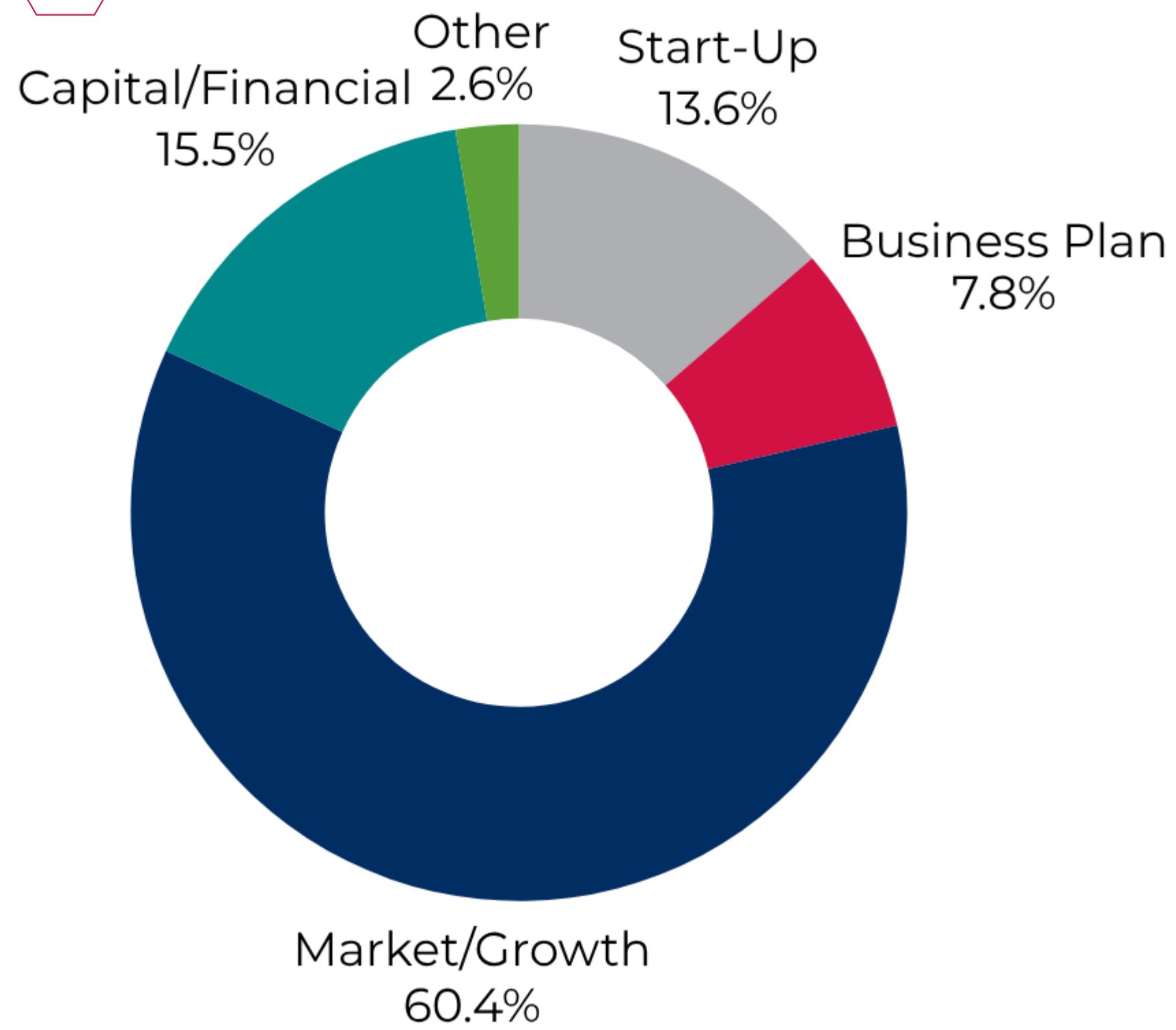
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Aspiring: An idea

Emerging: < 3 Yrs in Business

Established: 3+ Yrs in Business





Hours by Area of Consulting

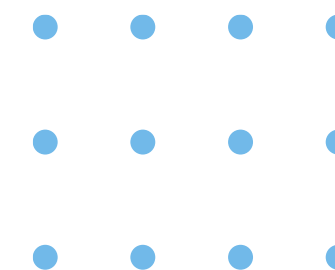
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Capital Access/Financial Mgmt: 154

Start-Up: 135

Business Plan: 77

Other: 26

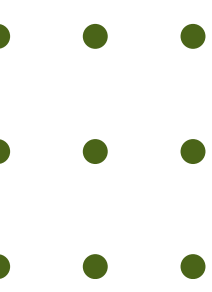
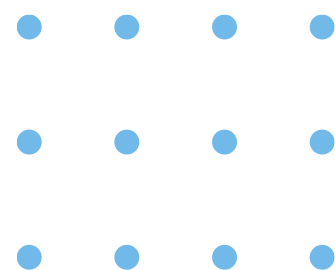


Market/Growth Services

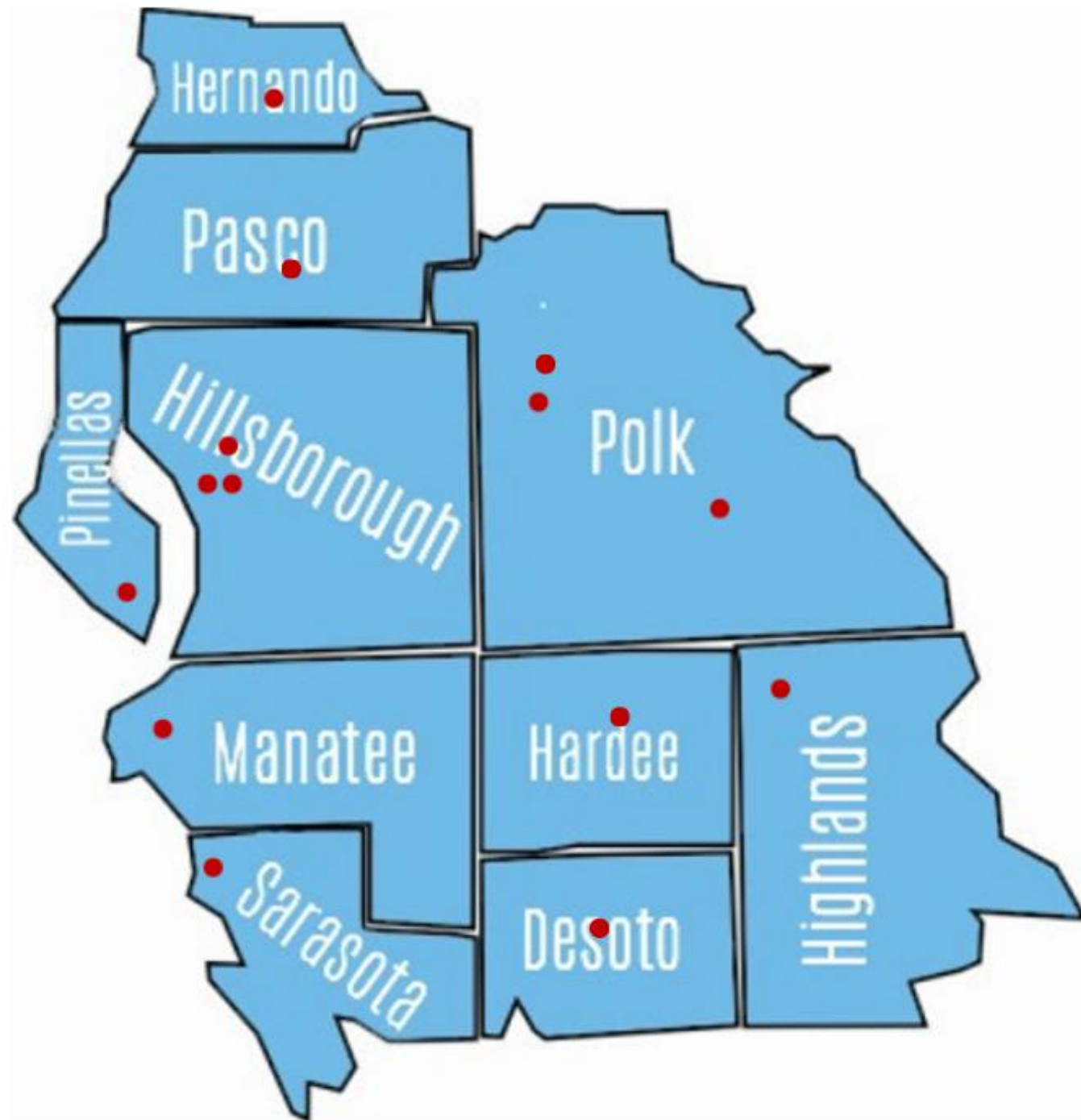


Top 6 Business Industries

- Arts, Entertainment & Recreation
- Other Services (except Public Admin.)
- Manufacturing
- Accommodations & Food Services
- Health Care & Social Assistance
- Real Estate/Rental & Leasing



Florida SBDC at USF Region



Hardee County Area Offices

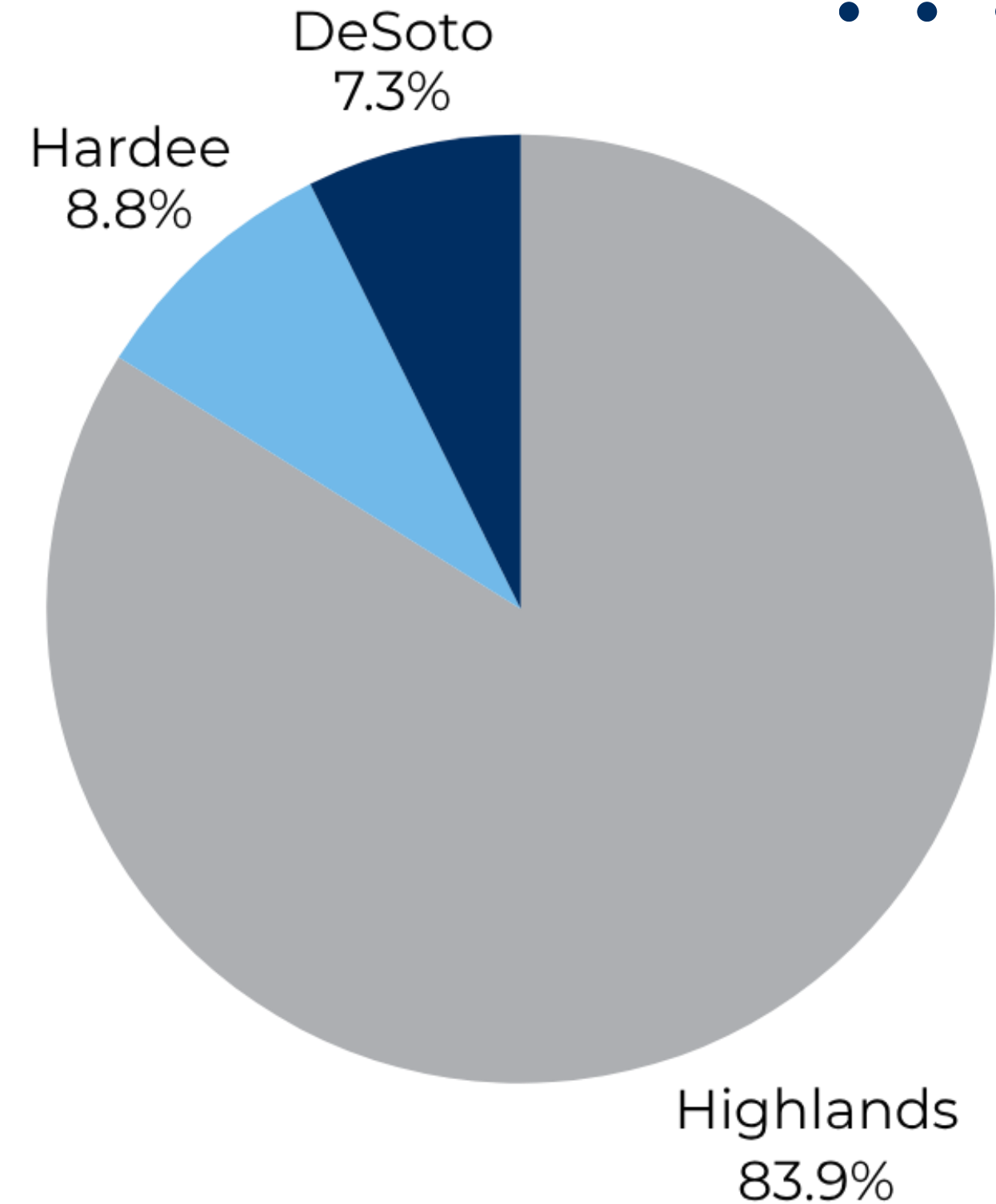
The Development Group, Wauchula

South Florida State College, Avon Park

Arcadia Main Street, Arcadia

25-26 Contract Deliverables

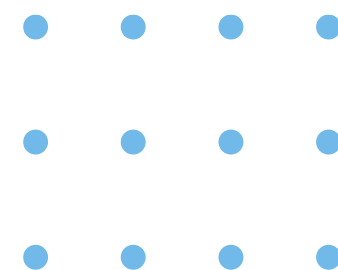
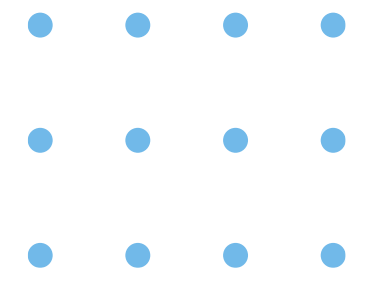
- 340 Heartland Consulting Hours
- 9 Training Events
- Partners listed on website



Delivered As of 9/8/26:

- 922 consulting hours
- 71 webinars, 44 F2F seminars

Heartland Economic Impact



Heartland Community Outreach

51

**# of
Events**

66

**# of
Hours**

Sample Event Participation:

- Downtown Vision Plan Public Presentation
- Rotary Hardee
- Hardee Chamber Legislative Breakfast
- Anytime Fitness Grand Reopening Ribbon Cutting
- Building a Vibrant Community
- BRE Visits with The Development Group
- Hardee County Chamber Luncheon
- Hardee County State of the County
- Leadership Hardee Alumni meetings
- Hardee County Legislative Breakfast
- Florida Commerce Rural Tour



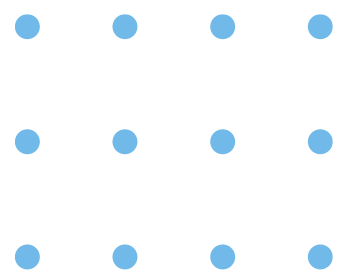
Your local consultants



Greg Manning, ABCP



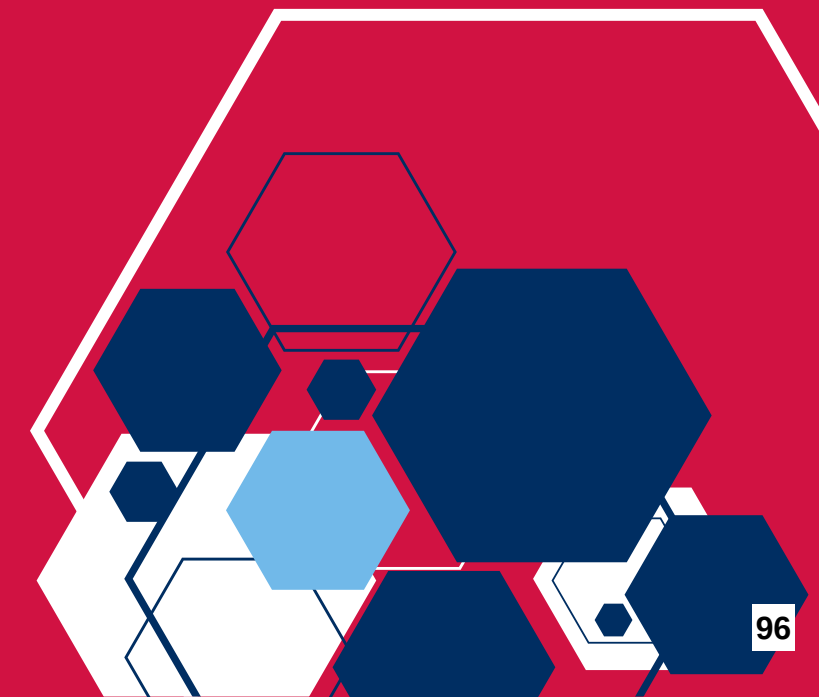
Stacey Dadd, CME



Questions?

THANK YOU

SBDCTampaBay.com





Item Cover Page

ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Krystin Chapman** - USF-SBDC Collaboration Agreement FY27

ACTION RECOMMENDED - Motion to approve the University of South Florida Collaboration Agreement and to provide funding in the amount of \$10,927.00.

SUGGESTED ACTION:

ATTACHMENTS:

[USF_SBDC_Hardee_CA_FY27.pdf](#)

This collaboration agreement is between HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC., a Florida corporation (“**Collaborator**”) and THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate (“**USF**”).

Collaborator is a nonprofit that seeks to increase the viability of startups, existing businesses, and businesses relocating to Hardee County. The Hardee County Economic Development Council offers businesses specially tailored services and manages unique funding streams that allows the organization to recruit businesses to Hardee County. Through engagement and meaningful connections statewide, the Hardee County Economic Development Council strives to create a vibrant Hardee County.

As a public metropolitan research university, USF conducts innovative scholarship, creative activity, and research, and delivers a world-class educational experience to its talented and diverse students.

USF hosts Florida SBDC at USF (“**SBDC**”) which is a location in the statewide Florida Small Business Development Center Network providing businesses in the Tampa Bay region expertise and resources to grow and succeed.

The parties want to collaborate in furtherance of their respective missions.

The parties therefore agree as follows:

1. **Period of Performance.** The period of performance for this collaboration will start October 1, 2026, and end at midnight at the end of September 30, 2027.

2. **Points of Contact.** The primary points of contact for each party will be as follows:

For Collaborator:

Project Contact:

Sarah Evers
107 E. Main St
Wauchula, FL 33873
Ph. 863-773-3030
sarah.evers@thedevelopmentgroup.net

Administrative Contact:

Sarah Evers
107 E. Main St
Wauchula, FL 33873
Ph. 863-773-3030
sarah.evers@thedevelopmentgroup.net

For USF:

Project Contact:

Carl Hadden
3802 Spectrum Blvd. Suite 201
Tampa, FL 33612
Ph. 813-396-2700
carltonh@usf.edu

Administrative Contact:

Michelle Twitmyer
Sponsored Research
University of South Florida
3702 Spectrum Blvd., Suite 165
mtwitmyer@usf.edu with copy to rsch-awards@usf.edu

3. **Responsibilities**

a. USF shall do as follows:

- (1) Provide an SBDC consultant to provide on-site services one day per month.
- (2) Provide an SBDC Associate Director on-site one day per month to engage with the Collaborator and other community stakeholders.

- (3) An SBDC representative will attend at least six (6) Hardee County networking events.
- (4) Client consultations are confidential.
- (5) SBDC will provide a quarterly report to the Hardee County Economic Development president/CEO that includes consulting hours delivered to Heartland clients, number of training events available to Heartland clients, and number of networking events attended by an SBDC representative.
- (6) An SBDC representative will attend one (1) Hardee County Economic Development board meeting to share information about SBDC services available to Hardee County businesses.

b. Collaborator shall do as follows:

- (1) Provide private, dedicated meeting space for the SBDC consultant for virtual and in-person client meetings.
- (2) Post SBDC signage informing the community SBDC services are available at the Hardee County Economic Development office.
- (3) Promote SBDC events and services to the Hardee County business community.
- (4) List the Florida SBDC at USF on the Hardee County Economic Development/The Development Group Resources webpage.
- (5) Provide Wi-Fi connection to SBDC representative.

4. **No Warranty.** The parties make no representation or warranty, express or implied, as to the accuracy or completeness of any information or services provided under this agreement, as to the merchantability or fitness of such information or services for a particular purpose, or that the use of such information or services will not infringe any patent, copyright, trademark, or other proprietary rights.

5. **Payment.** In consideration of USF's performance under this agreement, Collaborator shall pay USF a fixed price of \$10,927.00. USF shall submit an invoice to Collaborator's administrative contact for each payment per the payment schedule provided in this section. Collaborator shall issue payment within 30 days after receipt of an acceptable invoice from USF to "University of South Florida, Attn: USF Business Payments, PS, PO Box 737443, Dallas, TX 75373-7443".

Payment Amount	Invoice Date
\$2,731.75	October 1, 2026
\$2,731.75	January 1, 2027
\$2,731.75	April 1, 2027
\$2,731.75	July 1, 2027

6. Termination

a. Either party may terminate this agreement without cause upon no less than 30 days' written notice to the other party.

b. If a party materially breaches one or more provisions of this agreement, then the other party may provide the breaching party written notice of such breach. Upon receipt of such notice, the breaching party must cure such breach or provide a written plan to cure such breach that the other party accepts in writing within a period of seven days or a longer period as may be specified by the other party in their written notice of breach.

c. After such period, if the breaching party has not cured such breach or provided a written plan to cure such breach accepted by the other party in writing, then the other party may terminate this agreement for cause by providing the breaching party written notice of termination specifying the effective date of termination in the notice.

d. If this agreement is terminated for any reason other than a material breach by USF, then on the effective date of termination, Collaborator shall pay USF all payments due through the date of termination. Additionally, if this agreement is terminated by Collaborator without cause or by USF for material breach by Collaborator, then Collaborator shall pay USF the cost of any noncancellable financial commitments made by USF based on funding provided under this agreement, including, any employee salaries or portions thereof dedicated to the performance of USF's responsibilities under this agreement.

7. Force Majeure

a. For purposes of this agreement, "**Force Majeure Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party excluding: (i) a strike or other labor unrest that affects only that party, (ii) an increase in prices or other change in general economic conditions; (iii) a change in law (including the introduction of new laws, modification of existing laws, and any judicial or official governmental interpretations of such laws) made after the date of this agreement; (iv) an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money; and (v) any consequences of the items enumerated in this paragraph.

b. If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if: (i) that party uses reasonable efforts to perform those obligations, (ii) that party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (iii) that party complies with its obligations to notify and update the other party and use reasonable efforts to limit damages as described in this section.

c. If a Force Majeure Event occurs, the noncomplying party shall provide the other party prompt written notice of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement

8. Notices

a. For a written notice under this agreement to be valid, it must be delivered (i) by hand, (ii) by private courier service with proof of delivery and all fees prepaid, (iii) by registered or certified mail with return receipt requested and postage prepaid, or (iv) by email with delivery receipt.

b. For a written notice to a party under this agreement to be valid, it must be addressed to the administrative contact for that party or to another contact specified by that party in a written notice provided to the other party in accordance with this section.

c. A valid written notice under this agreement will be effective when received by the party to which it is addressed. It will be deemed received as follows: (i) if it is delivered by hand, by private courier service with proof of delivery and all fees prepaid, by registered or certified mail with return receipt requested and postage prepaid, or by

email with delivery receipt, upon receipt as indicated by the date on the signed or otherwise validated receipt; and (ii) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no written notice was given, then upon that rejection, refusal, or inability to deliver.

d. If a valid written notice is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then that notice will be deemed received at 9:00 a.m. on the next business day.

9. Intellectual Property

a. For purposes of this agreement, “**Intellectual Property**” means any:

“**Invention**” meaning any discovery, process, composition of matter, article of manufacture, know-how, technique algorithm, concepts, devices, design, model, technological development, strain, variety, or culture of any organism, or portion, modification, translation, improvement, or extension of these items, and any mark used in connection with these items; or

“**Work**” meaning copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works.

b. Each party will own Intellectual Property created or developed solely by one or more of its employees under this agreement. The parties will jointly own Intellectual Property created or developed by one or more of its employees and one or more of the other party’s employees under this agreement. The parties do not acquire any claims to or rights in any background Intellectual Property created or developed outside this agreement except as specified in this agreement or other agreements.

c. Each party shall provide the other party prompt written notice disclosing any Intellectual Property created or developed under this agreement which is disclosed to it by its employees or to which it otherwise becomes aware.

d. Each party hereby grants the other party an option to acquire an exclusive, worldwide, royalty-bearing license for commercial purposes to its rights to any jointly owned Invention created or developed under this agreement. This option shall extend for a period of 90 days after party’s receipt of written notice from the other party disclosing said Invention (“**Option Period**”). To exercise such an option, a party must provide written notice to the other party during the Option Period. Upon the exercise of such an option, the parties shall use reasonable efforts to negotiate a license agreement satisfactory to both parties for a period of 90 days (“**Negotiation Period**”). If a party fails to exercise its option during the Option Period or the parties fail to reach agreement on the terms of such license within the Negotiation Period, then the party granting the option shall have no further obligation to the other party under this agreement regarding said Invention.

e. Each party hereby grants the other party a royalty-free, paid-up, nonexclusive, nontransferable, irrevocable, worldwide license to use all Intellectual Property created or developed under this agreement for either or both non-commercial purposes and as needed for the purpose of fulfilling their responsibilities under this agreement.

f. The parties acknowledge the following: (i) any Works developed, or for which ownership is acquired, under a federal award, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use that work for federal government purposes, and to authorize others to do so; and (ii) any Inventions conceived or first actually reduced to practice in the performance of work under a federal funding

agreement, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States that invention throughout the world.

10. Confidential Information

a. For purposes of this agreement, “**Confidential Information**” means information disclosed to the receiving party that is of an economic, pecuniary, proprietary, strategic, or security value to the disclosing party to maintain its confidentiality and designated as confidential by the disclosing party in accordance with this agreement, regardless of whether it is in verbal, written, or electronic form, compiled or recreated by the receiving party, or retained in a person’s memory. Information does not need to be unique, patentable, or copyrightable to be designated as confidential.

b. To be designated confidential, information must be clearly marked as confidential, or with similar legend, at the time it is disclosed to the receiving party unless (i) a reasonable person knowledgeable in a relevant field would recognize it as confidential under the circumstances in which it is disclosed to the receiving party; or (ii) the disclosing party otherwise identifies it as confidential at the time it is disclosed to the receiving party.

c. For any information not clearly marked as confidential, or with similar legend, at the time it is disclosed to the receiving party that a reasonable person knowledgeable in a relevant field would recognize as confidential under the circumstances or that the disclosing party otherwise identifies as confidential, the disclosing party must provide the receiving party written notice designating the information as confidential within seven days of the information being disclosed to the receiving party.

d. A designation of confidentiality does not apply to any information which: (i) is publicly available or generally known within the industry through no fault, or failure to act on the part, of the receiving party; (ii) is publicly available or generally known within the industry prior to the date of disclosure to receiving party; (iii) was known by the receiving party, as shown by written documentation, prior to the date of disclosure to the receiving party; (iv) becomes rightfully known by the receiving party from a nonparty source under no obligation to the disclosing party to maintain confidentiality; or (v) is required to be disclosed by applicable law or regulation, including information subject to disclosure under Chapter 119, F.S.

e. During the term of this agreement and three years thereafter, each party shall safeguard Confidential Information against unauthorized disclosure, publication, dissemination, and use with at least the same degree of care as it exercises with its own such information, but not less than a reasonable degree of care.

f. The receiving party shall use Confidential Information as required to perform its responsibilities under this agreement and not for any other use without prior written consent from the disclosing party. No other right or license in Confidential Information is granted, either expressly or impliedly, to the receiving party under this agreement, including without limitation, any U.S. or foreign patent, copyright, know-how, or other intellectual property interest.

g. Receiving party shall restrict disclosure of Confidential Information to individuals within its organization with an appropriate need to know such information to facilitate its performance under this agreement and ensure such individuals are aware of the receiving party’s obligations under this agreement prior to any such disclosure.

h. Upon expiration of the confidentiality obligations under this agreement, termination of this agreement, or upon written notice from the disclosing party, the receiving party must promptly return or sanitize, as directed by the disclosing party, any Confidential Information in receiving party’s possession, including, all copies and associated materials. The receiving party may retain one copy of Confidential Information to comply with any legal, regulatory, or

archival requirements and any additional copies of Confidential Information created during its automatic archiving and backup procedures provided it continues to uphold its safeguarding obligations under this agreement for so long as it retains any such Confidential Information.

i. The parties do not intend this agreement to: (i) limit any individual's right to file a lawsuit with or cooperate in any investigation by the Equal Employment Opportunity Commission or (ii) prohibit or restrict any individual from reporting waste, fraud, or abuse related to the performance under a federal award to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

11. Protection of Personal Information

a. Each party shall implement reasonable and appropriate safeguards to protect "personal information" as defined in § 501.171, Fla. Stat. and "education records" as defined in § 1002.225, Fla. Stat. and 20 U.S.C. § 1232g disclosed by the other party or otherwise accessed in the performance of this agreement ("**Personal Information**"), safeguard and prevent any unauthorized use or disclosure of Personal Information in accordance with applicable federal and state law, limit access to Personal Information to individuals with a need to access such Personal Information to perform under this agreement, and ensure that such individuals are aware of the requirements of this section.

b. If a party becomes aware of any unauthorized use or disclosure of Personal Information or has a reasonable belief that substantial risk of unauthorized use or disclosure exists, it will provide written notice to the other party within five days of the discovery of such unauthorized use or disclosure or substantial risk thereof. The parties will cooperate fully to assist the other party in identifying individuals potentially affected by such unauthorized use or disclosure. Each party will be responsible for its own reasonable costs and expenses associated with such cooperation.

12. Publication

a. Each party may publish or present the data, methods, and results generated by or pertaining to the performance of this agreement provided at least 30 days prior to disclosing any such proposed publication or presentation ("**Publication**") to any nonparty, a party furnishes the other party with a copy of said Publication to determine if it would compromise the other party's patent rights or inadvertently divulge Confidential Information.

b. If a Publication's disclosure would compromise the other party's patent rights, the other party may provide the publishing party a written notice during the 30-day review period to delay disclosure of said Publication up to an additional 60 days after the 30-day review period to allow the other party to take actions necessary to secure patent rights that would otherwise be compromised by such disclosure.

c. If a Publication's disclosure would inadvertently divulge Confidential Information and the other party provides the publishing party written notice during the 30-day review period identifying said Confidential Information, the publishing party shall remove said Confidential Information prior to any such disclosure.

d. If a party does not respond with written notice to the publishing party regarding a Publication during the 30-day review period, the publishing party may disclose such Publication to any nonparty.

e. The parties acknowledge (i) authorship of any Publication should be limited to individuals who have contributed significantly to its intellectual content; (ii) all authors should be able to explain and defend any Publication published in an academic journal; and (iii) individuals who do not meet the requirements for authorship but who have provided a valuable contribution to the work should be acknowledged as appropriate.

13. Indemnification; Limited Waiver of Sovereign Immunity

a. Collaborator shall indemnify USF and its directors, officers, employees, agents, and other representatives against any actual or potential losses or liabilities, including any nonparty claims and reasonable litigation costs, arising out of any negligent acts or omissions of Collaborator or one or more of its directors, officers, employees, agents, and other representatives, any failure to uphold Collaborator's obligations as specified in this agreement, or any misrepresentation by Collaborator in a statement of fact made in relation to this agreement.

b. USF has sovereign immunity as a subdivision or agency of the State of Florida. USF assumes risk of injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any of its employees as provided in § 768.28, Fla. Stat. and subject to the limits stated therein. Collaborator acknowledges that this agreement will not be construed as USF consenting to be sued except as provided in this section or a waiver of sovereign immunity by USF or the State of Florida, including its other agencies or subdivisions, beyond that provided in § 768.28, Fla. Stat.

14. Foreign Country of Concern. Collaborator hereby states that it is not a college or university based in a "foreign country of concern" as defined in § 288.860(1)(a), F.S. or a "foreign principal" as defined in § 288.860(1)(b), F.S. USF may immediately terminate this agreement by providing Collaborator written notice if Collaborator is a college or university based in a foreign country of concern or a foreign principal.

15. Name and Logo. Each party shall not use the names, logos, or trademarks of the other party or any of the other party's employees, agents, or affiliates in any Publication, publicity, advertising, or new release without prior written approval of the other party. Collaborator acknowledges USF is required by § 1004.22, F.S. to make available upon request the title and description of any research project, the name of the researcher, and the amount and source of funding provided for such project. Collaborator hereby authorizes the use of its name pursuant to such a request.

16. Relationship of the Parties. The parties are independent contractors. This agreement does not create any agency, partnership, joint venture, employment, or fiduciary relationship between the parties.

17. Assignment. Except with the prior written consent of the other party, each party shall not transfer any discretion granted, right to satisfy a condition, remedy, or obligation imposed under this agreement. Any such purported transfer absent the prior written consent of the other party is void.

18. Modification; Waiver. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

19. Severability. The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows: (i) for any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if it modifies or disregards an unenforceable provision in accordance with this section, by holding that the rest of the Agreement remains in effect as written; (iii) by holding that any unenforceable provision remains as written in any circumstances other than those in which the provision is held to be unenforceable; and (iv) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

20. Governing Law. Florida law governs all adversarial proceedings brought by one party against the other party arising out of this agreement or the subject matter of this agreement.

21. **Jurisdiction; Convenient Forum; Waiver of Jury Trial.** As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding in the United States District Court for the Middle District of Florida or a state court sitting in Tampa, Florida. Each party acknowledges that those courts would be a convenient forum. ***Each party hereby waives the right to and shall not demand a trial by jury for any dispute arising out of this agreement or the subject matter of this agreement.***

22. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties with respect to such subject matter.

23. **Effectiveness and Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. If a party signs this agreement but fails to date their signature, the date another party first receives the signing party's signature will be deemed to be the date the signing party signed this agreement.

Each party is signing this agreement on the date stated opposite of that party's signature.

Foreign Country of Concern Attestation. Under penalty of perjury, Collaborator's authorized representative signing this agreement below hereby warrants and declares that Collaborator is not owned by the government of a Foreign Country of Concern, Collaborator is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in Collaborator. The terms "Foreign Country of Concern" and "Controlling Interest" have the meaning provided under § 287.138(1), F.S.

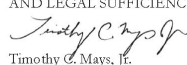
Declaration of No Human Trafficking. Under penalty of perjury, Collaborator's authorized representative signing this agreement below warrants and declares, to the best of their knowledge and belief, that Collaborator does not use coercion for labor or services as defined in § 787.06, Fla. Stat.

HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL, INC.

By: _____
Chris Idsardi Date
Chairman

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

By: Matthew Anderson Digitally signed by Matthew Anderson, Ph.D.
Sr. Associate Vice President for Research
Date: 2026.08.25 18:27:16 -04'00'
Matthew Anderson Date
Senior Associate Vice President of Research

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Timothy G. Mays, Jr.
USF ATTORNEY



Item Cover Page

ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Melanie Roberts** - Resolution 2026-25 - Oaths of Office

ACTION RECOMMENDED - Motion to approve Resolution 2026-25 and authorize the chair or vice chair to sign.

SUGGESTED ACTION:

ATTACHMENTS:

[Oath of Office Resolution 2026-25.pdf](#)

RESOLUTION NO. 2026-25

A RESOLUTION OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY RATIFYING AND CONFIRMING IN ALL RESPECTS ALL PRIOR ACTIONS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several new members have joined the Board of Directors of the Hardee County Industrial Development Authority (the “IDA”) or moved positions within the Authority during transition periods for Hardee County; and

WHEREAS, the IDA previously had oaths administered by members of the Hardee County staff; and

WHEREAS, the IDA now desires to administer oaths of office to its Board of Directors using IDA staff; and

WHEREAS, new oaths of office for new and current members of the IDA Board of Directors will be administered by IDA staff and filed with the State of Florida; and

WHEREAS, the IDA determines it to be prudent and expedient to ratify and confirm all prior actions taken by the IDA to allow for continuity of activities to continue forward momentum for Hardee County economic development activities.

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

Section 1. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. The Board hereby ratifies and confirms, in all respects, all prior actions taken by this Board and former Boards of the Hardee County Industrial Development Authority.

Section 3. That the proper officers and staff are authorized and empowered to do all that is necessary to carry out and make effective the provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 10th day of September 2026.

**HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
Robert C. Idsardi, Chair

ATTEST:

By: _____

Name: _____



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ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Kaylee Tuck - Election of Chair**

ACTION RECOMMENDED: Board's Discretion

SUGGESTED ACTION:



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ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **AGENDA ITEMS**

SUBJECT: **Kaylee Tuck** - Election of Vice-Chair

ACTION RECOMMENDED: Board's Discretion

SUGGESTED ACTION:



Item Cover Page

ECONOMIC DEVELOPMENT COUNCIL/INDUSTRIAL DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

DATE: September 10, 2026

SUBMITTED BY: Melanie Roberts, Economic Development Council

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **FINANCIAL REPORT**

SUBJECT: **Lynn Landskroner** - August Financial Report

ACTION RECOMMENDED: Motion to approve the August Financial Report as presented.

SUGGESTED ACTION:

ATTACHMENTS:

[082026 EDC BalanceSheet.pdf](#)
[082026 ONA BalanceSheet.pdf](#)
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Hardee County Economic Development

Balance Sheet
As of Aug 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
Wauchula State Bank	136,078.38
Total for Bank Accounts	\$136,078.38
Other Current Assets	
1112 Due from IDA	0.00
1299 Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$136,078.38
Fixed Assets	
Accum. Depreciation	-24,156.33
Office Equipment	39,296.75
Total for Fixed Assets	\$15,140.42
Total for Assets	\$151,218.80
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 Accounts payable	210.27
Total for Accounts Payable	\$210.27
Other Current Liabilities	
020-0 Payroll Liabilities	0.00
020-1 Credit Card payable	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$210.27
Total for Liabilities	\$210.27
Equity	
3010 Unrestrict (retained earnings)	396,602.30
Net Income	-245,593.77
Total for Equity	\$151,008.53
Total for Liabilities and Equity	\$151,218.80

Hardee County IDA - Ona Mine

Balance Sheet
As of Aug 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
CBT Ona Mine - Mosaic DDA	385,270.15
CBT Ona Mine CD 12/15/26 3.50%	17,568,219.00
Total for Bank Accounts	\$17,953,489.15
Accounts Receivable	
Accounts Receivable	0.00
Total for Accounts Receivable	\$0.00
Other Current Assets	
Due From General Fund	51,498.76
Due from S. Ft. Meade SR Fund	1,350.60
Inventory	0.00
Receivable from Vendor	0.00
Rent receivable	39,827.86
Undeposited Funds	0.00
Total for Other Current Assets	\$92,677.22
Total for Current Assets	\$18,046,166.37
Total for Assets	\$18,046,166.37
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
*Accounts Payable	0.00
Total for Accounts Payable	\$0.00
Other Current Liabilities	
Accounts Payable	0.00
Deferred Inflow	39,827.86
Due to S Ft Meade	10,122.59
Rent Payable	39,827.86
Sales Tax Payable	2,513.53
Total for Other Current Liabilities	\$92,291.84
Total for Current Liabilities	\$92,291.84
Total for Liabilities	\$92,291.84
Equity	
Retained Earnings	12,668,359.07
Net Income	5,285,515.46
Total for Equity	\$17,953,874.53
Total for Liabilities and Equity	\$18,046,166.37

Hardee County IDA - GF & SR

Balance Sheet
As of Aug 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
101009 CBT Sales GF DDA	2,585,298.93
101013 CBT Mosaic CD 10/17/26 3.50%	12,141,428.90
101014 CBT Mosaic DDA	733,312.28
101015 CBT GF CD 12/15/26 3.5%	1,003,370.00
Total for Bank Accounts	\$16,463,410.11
Accounts Receivable	
115001 Accounts Receivable Rental Inc	414,335.82
115002 Additional Site Development	0.00
115003 Sales tax receivable	2,881.85
115004 Accrued Interest Receivable	0.00
Total for Accounts Receivable	\$417,217.67
Other Current Assets	
12000 Undeposited Funds	0.00
133006 Prepaid Insurance	-1,193.85
133016 R. Riverter LOC	77,731.81
133018 Utilitec - 126 W Main Deposit	0.00
Total for Other Current Assets	\$76,537.96
Total for Current Assets	\$16,957,165.74
Fixed Assets	
Land Available for Sale	
133010 SR Inventory - Moye parcel	0.00
161910 Terrell Property	376,662.22
161912 Contribution of Lot 13B/improv	60,521.74
Total for Land Available for Sale	\$437,183.96
Total for Fixed Assets	\$437,183.96
Other Assets	
014200 Leases Receivable	4,778,222.13
1330132 Allowance for Uncollectible	-72,013.70
Due From Other Funds	
140000 GF's - Due from SR	0.00
140001 SR's - Due from GF	705,241.40
240000 GF's - Due to SR	-506,039.14
240001 SR's - Due to GF	30,125.00
Total for Due From Other Funds	\$229,327.26
Due From Other Governments	
133001 Due from EDA	2,070.00
133111 Due from State of Florida	0.00
Total for Due From Other Governments	\$2,070.00
Total for Other Assets	\$4,937,605.69
Total for Assets	\$22,331,955.39

Hardee County IDA - GF & SR

Balance Sheet
As of Aug 31, 2026

	Total
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
202000 Accounts Payable	0.00
202002 Special Revenue A/P	0.00
Total for Accounts Payable	\$0.00
Other Current Liabilities	
202001 Deferred Inflow	2,070.00
220004 Sales Tax Payable	11,660.17
220007 Prepaid Rent- Innovar Structure	0.00
220010 GF's - Due to (from) Ona Mine	51,498.76
220012 Riveter Security Deposit	1,250.00
220014 SR's - Due to (from) Ona Mine	-8,771.99
220111 Due to Cesaroni - Excess Rent	48,297.32
222006 Retainage Payable - SR Fund	0.00
25500 *Sales Tax Payable	-31,388.94
Florida Dept. of Revenue Payable	31,195.99
Total for Other Current Liabilities	\$105,811.31
Total for Current Liabilities	\$105,811.31
Long-term Liabilities	
0290002 Deferred Inflow - Unavailable	8,925.75
029911 Deferred Inflows - Leases	4,448,212.60
Total for Long-term Liabilities	\$4,457,138.35
Total for Liabilities	\$4,562,949.66
Equity	
30000 Opening Balance Equity	0.00
Fund Balance	
3000 GF - Nonspendable	658,723.38
3001 SR - Restriced for Eco Dev Proj	13,941,800.69
3003 GF - Unassigned	1,445,727.49
Total for Fund Balance	\$16,046,251.56
32000 Unrestricted Net Assets	1,039,190.20
Net Income	683,563.97
Total for Equity	\$17,769,005.73
Total for Liabilities and Equity	\$22,331,955.39

Hardee County Economic Development
Profit & Loss Budget vs. Actual
October 2025 through September 2026

	YTD Actual August	Budget	Remaining	% of Budget (91.67%)
Income				
Carry Forward	399,737	399,737	-	100.0%
Transfer In - IDA	250,000	500,000	(250,000)	50.0%
Transfer In IDA- Ona Mine	250,000	429,250	(179,250)	58.24%
Total CF & Income	899,737	1,328,987	(429,250)	67.7%
Expense				
022-0 · Retirement Contributions 401K	25,759	36,120	(10,361)	71.31%
021-0 · Payroll taxes	30,682	40,000	(9,318)	76.7%
023-0 · Staff Insurance	208,017	226,000	(17,983)	92.04%
012-2 · Salary & Other Pay	365,589	500,000	(134,411)	73.12%
012-1 · Paychex Fees	7,350	20,000	(12,650)	36.75%
031-5 · Outside Services - Other	-	2,870	(2,870)	0.0%
031-4 · Landscaping	1,100	1,200	(100)	91.67%
031-1 · Cleaning	5,250	6,000	(750)	87.5%
031-2 · Legal	-	1,000	(1,000)	0.0%
031-3 · Computer	4,779	6,000	(1,221)	79.65%
040-2 · Travel - Other	9,107	25,000	(15,893)	36.43%
043-1 · Electric/Water/Sewer	5,624	6,000	(376)	93.73%
043-2 · Telephone/Internet	895	4,500	(3,605)	19.88%
045-0 · Insurance	3,968	3,600	368	110.24%
046-0 · Repairs & Maintenance - Other	-	500	(500)	0.0%
048-5 · BVC	1,930	10,000	(8,070)	19.3%
048-1 · Annual Meeting	15,297	20,000	(4,703)	76.49%
048-2 · Community Engagement	1,181	5,000	(3,819)	23.62%
048-3 · CEO Support Group	30	1,000	(970)	2.99%
041-0 · Meals - Business Development	72	750	(678)	9.64%
051-0 · Office Expense and Supplies - Other	11,743	10,000	1,743	117.43%
054-0 · Books, Dues, & Subscriptions	36,276	40,000	(3,724)	90.69%
055-0 · Employee training	10,945	15,000	(4,055)	72.97%
Total Expense	745,594	980,540	(234,946)	76.04%
Net Income	154,143	348,447	(194,304)	44.24%

**Hardee County Industrial Development Authority Ona Mine
Profit & Loss Budget vs. Actual - General Ec Dev Fund
October 2025 through September 2026**

	<u>YTD August</u>	<u>Budget</u>	<u>Remaining</u>	<u>% of Budget (91.67%)</u>
Income				
Carry Forward	8,076,245	8,076,245	-	100.00%
Mosaic Income	1,500,000	1,500,000	-	100.00%
Mosaic Stripping Margin	2,297,066	2,297,066	0	100.00%
Interest Income	247,761	35,000	(212,761)	707.89%
Rental - Solar	542,443	259,250	(283,193)	209.24%
Sales Tax Collection Allowance	18	-	(18)	
Total CF & Income	12,663,532	12,167,561	(495,971)	104.08%
Expense				
Outside Services - Corridor Study	-	48,000	48,000	0.00%
Insurance - Solar	3,533	5,000	1,467	70.66%
Marketing	119,925	380,000	260,075	31.56%
Rent - Solar	53,104	75,000	21,896	70.81%
Capital Outlay - Future Projects		8,956,551		0.00%
Capital Outlay - 101-111 E. Main	-	981,250		0.00%
Capital Outlay - 122 W. Main St	54,277	1,367,510		3.97%
Admin Funds Trans EDC	175,000	175,000	-	100.00%
Solar Revenue Trans EDC	179,250	179,250	-	100.00%
Total Expense	585,089	12,167,561	11,582,472	4.81%
Net Income	12,078,443	-	(12,078,443)	

**Hardee County Industrial Development Authority Ona Mine
Profit & Loss Budget vs. Actual - Infrastructure Dev Fund
October 2025 through September 2026**

	<u>YTD August</u>	<u>Budget</u>	<u>Remaining</u>	<u>% of Budget (91.67%)</u>
Income				
Carry Forward	4,070,851	4,070,851	-	100.0%
Mosaic Income	400,000	400,000	-	100.0%
Mosaic Stripping Margin	612,551	612,551	0	100.0%
Interest Income	112,766	35,000	(77,766)	322.19%
Total CF & Income	<u>5,196,167</u>	<u>5,118,402</u>	<u>(77,765)</u>	<u>101.52%</u>
Expense				
Admin Funds Trans EDC	75,000	75,000	-	100.0%
Capital Outlay - 101-111 E. Main		700,000		0.0%
Capital Outlay - Future Projects	-	4,138,402	4,138,402	0.0%
Capital Outlay - Building a Vibrant Community	625	50,000		1.25%
Capital Outlay - Gateway Entryway Sign		80,000		0.0%
Capital Outlay - Bostick Lift Station		75,000		0.0%
Total Expense	<u>75,625</u>	<u>5,118,402</u>	<u>5,042,777</u>	<u>1.48%</u>
Net Income	<u>5,120,542</u>	<u>-</u>	<u>(5,120,542)</u>	

**Hardee County Industrial Development Authority Ona Mine
Profit & Loss Budget vs. Actual - Workforce Dev Fund
October 2025 through September 2026**

	<u>YTD August</u>	<u>Budget</u>	<u>Remaining</u>	<u>% of Budget (91.67%)</u>
Income				
Carry Forward	548,591	548,591	-	100.0%
Mosaic Income	100,000	100,000	-	100.0%
Mosaic Stripping Margin	153,138	153,138	0	100.0%
Interest Income	16,614	5,000	(11,614)	332.29%
Total CF & Income	<u>818,343</u>	<u>806,729</u>	<u>(11,614)</u>	<u>101.44%</u>
Expense				
Grant Expenditures - Hardee Educational Foundation	36,126	113,191	77,065	31.92%
Utilities - Digital Connectivity	-	25,000	25,000	0.0%
Capital Outlay - 101-111 E. Main	-	300,000	300,000	0.0%
Capital Outlay - Future Projects	-	348,538	348,538	0.0%
Total Expense	<u>36,126</u>	<u>786,729</u>	<u>750,603</u>	<u>4.59%</u>
Net Income	<u>782,217</u>	<u>20,000</u>	<u>(762,217)</u>	

Hardee County Industrial Development Authority General Fund

Profit & Loss Budget vs. Actual

October 2025 through September 2026

	YTD Actual August	Budget	Remaining	% of Budget (91.67%)
Income				
Carry Forward	531,519	531,519	-	100.0%
364001 · Disposition Fixed Assets Including: MOBO, Lot 38, 1499 US 17, Connex Trailer, 897 S 6th Ave, 2 AC Units	3,018,146	1,332,756	(1,685,390)	226.46%
337500/337502 · Grant Proceeds	621,747	12,655,082	12,033,335	4.91%
361100 · Interest Income GF	41,792	85,000	43,208	49.17%
362001 · Rental Income	1,074,326	1,107,280	32,954	97.02%
Sales Tax & Collection Allowance	98	-	(98)	
369902 Misc. Income Gen Rd	188	-	(188)	
Total CF & Income	5,287,816	15,711,637	10,423,821	33.66%
Expense				
5193105 · Professional Fees	208,918	300,000	91,082	69.64%
519322 · Travel	1,273	4,000	2,727	31.82%
5193400 · Landscaping and Grounds	41,558	100,000	58,442	41.56%
5194301 · Utilities	12,764	20,000	7,236	63.82%
519450 · Insurance Expense	484,649	400,000	(84,649)	121.16%
519453 · Rent expense (FDOT)	400	-	(400)	
5194601 · Repairs and Maintenance	67,264	400,000	332,736	16.82%
519480 · Advertising	1,777	1,000	(777)	177.72%
5194903 · Property Taxes	277,495	400,000	122,505	69.37%
519510 · Office Supplies	20	-	(20)	
5195205 · Bank Service Charges Gen FD	61	-	(61)	
519840 · Grant expenses	-	391,380	391,380	0.0%
6000 · Capital Outlay	713,610	10,563,030	9,849,420	6.76%
6006 · Capital Outlay - Gardens at Midtown	-	1,474,422	1,474,422	0.0%
6008 · Capital Outlay - Future Projects		1,151,627		0.0%
6010 · Capital Outlay - Utilities Gardens at Midtown		226,250		0.0%
6001 · Transfer to EDC	250,000	250,000	-	100.0%
Total Expense	2,059,790	15,681,709	13,621,919	13.14%
Net Income	3,228,026	29,928	(3,198,098)	

Hardee County Industrial Development Authority Special Revenue

Profit & Loss Budget vs. Actual

October 2025 through September 2026

	YTD Actual August	Budget	Remaining	% of Budget (91.67%)
Income				
Carry Forward	15,489,335	15,489,335	-	100%
345.900 Tenant Requested Improvements	11,000	-	(11,000)	
361101 · Interest income Mosaic DDA & CD	413,735	200,000	(213,735)	207%
369905 · Mosaic Grant Revenue	2,000,000	2,000,000	-	100%
Total CF & Income	<u>17,914,070</u>	<u>17,689,335</u>	<u>(224,735)</u>	<u>101%</u>
Expense				
519480 · Advertising	1,049	-	-	
519840 · Grant expenses	-	3,160,150	3,160,150	0%
5193105 · Professional Fees	18,950	-	(18,950)	
6000 · Capital Outlay	4,276,861	5,069,750	792,889	84%
6006 · Cap Outlay - Gardens at Midtown	43,747	1,000,000	956,253	4%
6007 · Cap Outlay - Multi-Purpose Fac		2,000,000	2,000,000	0%
6008 · Cap Outlay - Future Projects		2,239,035	2,239,035	0%
6001 · Transfer to EDC	250,000	250,000	-	100%
Total Expense	<u>4,590,608</u>	<u>13,718,935</u>	<u>9,128,327</u>	<u>33%</u>
Net Income	<u><u>13,323,463</u></u>	<u><u>3,970,400</u></u>	<u><u>(9,353,063)</u></u>	

Hardee County IDA - GF and SR
Profit Loss by Class, October 2025 - August 2026

	General Fund	0 Alton Carlton Rd (Parker)	101 E. Main (Mama Hen's Massage & Wellness)	101-107 E. Main (EDC Office)	111 E. Main (Frontline Roofing)
Income					
337502 State of Florida Grant Income					
345.900 Tenant Requested Improvements					
361100 Interest Income GF	41,792.44				
361101 Interest Income Mosaic accts					
362001 Rental Income	375.00	2,064.00		23,200.00	9,350.00
364001 Disposition Fixed Assets	3,018,145.53				
369902 Misc. Income Gen Fd	187.50				
369905 Mosaic Grant Revenue					
Total for Income	3,060,500.47	2,064.00	\$0.00	23,200.00	9,350.00
Gross Profit	3,060,500.47	2,064.00	\$0.00	23,200.00	9,350.00
Expenses					
5193105 Professional Fees	5,755.85				
5193100 Professional Fees Legal	30,257.50			150.00	
5193103 Professional fees appraisals					
5193107 Governmental Consulting					
519320 Professional Fee Acct/Audit					
Total for 5193105 Professional Fees	36,013.35	\$0.00	\$0.00	150.00	\$0.00
519322 Travel	1,272.94				
5193400 Landscaping and Grounds					
5194301 Utilities					
519450 Insurance Expense	7,486.50	1,130.70		24,822.90	19,569.91
519453 Rent expense					
5194601 Repairs and Maintenance					
519460 Repairs and Maintenance GF		550.00	1,115.23	3,320.59	3,885.00
Total for 5194601 Repairs and Maintenance	\$0.00	550.00	1,115.23	3,320.59	3,885.00
519480 Advertising	1,008.26				
5194903 Property Taxes				6,385.97	4,921.59
519510 Office Supplies	5.00				
5195205 Bank Service Charges Gen FD	30.00				
6000 Capital Outlay					
6009 Cap Outlay - 533 Carlton St					
Total for 6000 Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6001 Transfer to EDC					
6006 Cap Outlay - Gardens at Midtown					
Total for Expenses	45,816.05	1,680.70	1,115.23	34,679.46	28,376.50
Net Operating Income	3,014,684.42	383.30	-1,115.23	-11,479.46	-19,026.50
Other Income					
Sales Tax Collection Allowance				1.69	
Total for Other Income	\$0.00	\$0.00	\$0.00	1.69	\$0.00
Net Other Income	\$0.00	\$0.00	\$0.00	1.69	\$0.00
Net Income	3,014,684.42	383.30	-1,115.23	-11,477.77	-19,026.50

Hardee County IDA - GF and SR
Profit Loss by Class, October 2025 - August 2026

122 W. Main St. (Reif)	126 W. Main (Utilitech Bakery)	1390 Mott Road (Rental House)	1436 Old Bradenton Rd (A+ Env)	1499 US Hwy 17 N (Kinbro)	1510 US Hwy 17 N. (Innovar)	2168 Commerce Ct (Lot 27)
	36,146.61	1,730.00		33,700.00	96,250.00	41,200.11
\$0.00	36,146.61	1,730.00	\$0.00	33,700.00	96,250.00	41,200.11
\$0.00	36,146.61	1,730.00	\$0.00	33,700.00	96,250.00	41,200.11
				500.00	825.00	
			282.00			
\$0.00	\$0.00	\$0.00	282.00	500.00	825.00	\$0.00
		350.00			4,000.00	
		244.07				
7,238.18	15,405.73		1,193.85	15,010.00	657.12	43,642.55
		450.00			13,383.88	
\$0.00	\$0.00	450.00	\$0.00	\$0.00	13,383.88	\$0.00
	2,783.73	4,775.12		21,055.55	40,935.66	
						1.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7,238.18	18,189.46	5,819.19	1,475.85	36,565.55	59,801.66	43,643.55
-7,238.18	17,957.15	-4,089.19	-1,475.85	-2,865.55	36,448.34	-2,443.44
	2.28		0.38	4.50	6.56	
\$0.00	2.28	\$0.00	0.38	4.50	6.56	\$0.00
\$0.00	2.28	\$0.00	0.38	4.50	6.56	\$0.00
-7,238.18	17,959.43	-4,089.19	-1,475.47	-2,861.05	36,454.90	-2,443.44

Hardee County IDA - GF and SR
Profit Loss by Class, October 2025 - August 2026

217 E. Main St (Riveter)	2275 Commerce Ct (Florikan)	2280 Commerce Ct. (Cesaroni)	2515 Commerce Ct (Mach Connect)	2549 Commerce (Aloha) Spec 12	3500 Mancini Pl (Mancini Foods)	533 Carlton St.
	185,815.17	109,436.23	131,442.52	230,416.17	158,217.35	
\$0.00	185,815.17	109,436.23	131,442.52	230,416.17	158,217.35	\$0.00
\$0.00	185,815.17	109,436.23	131,442.52	230,416.17	158,217.35	\$0.00
400.00	2,175.00			875.00	558.50	
	3,500.00					
		1,222.50				160.00
400.00	5,675.00	1,222.50	\$0.00	875.00	558.50	160.00
					270.00	5,159.50
20,657.20	91,263.61	29,233.90	40,103.58	15,658.59	102,050.05	712.77
400.00						
			-600.00			
\$0.00	\$0.00	\$0.00	-600.00	\$0.00	\$0.00	\$0.00
14,529.50	37,885.52	22,968.77	16,007.43	2,816.96	57,768.55	
1.00	1.00	1.00	1.00		2.00	
				15.00		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35,987.70	134,825.13	53,426.17	55,512.01	19,365.55	160,649.10	6,032.27
-35,987.70	50,990.04	56,010.06	75,930.51	211,050.62	-2,431.75	-6,032.27
	8.15	9.93	8.96	16.39	30.00	
\$0.00	8.15	9.93	8.96	16.39	30.00	\$0.00
\$0.00	8.15	9.93	8.96	16.39	30.00	\$0.00
-35,987.70	50,998.19	56,019.99	75,939.47	211,067.01	-2,401.75	-6,032.27

Hardee County IDA - GF and SR
Profit Loss by Class, October 2025 - August 2026

897 S. 6th Ave (Old Incubator)	943 S. 6th Ave (Crews Bowling)	Administrative	Commerce Park	Digital Connectivity Grant	Florida Job Growth Grant	Gardens at Midtown	Gardens at Midtown RIF Grant	Grove	Hogan Street
					300,000.00				
60,660.00	64,973.47								
60,660.00	64,973.47	\$0.00	\$0.00	\$0.00	300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
60,660.00	64,973.47	\$0.00	\$0.00	\$0.00	300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
6,803.63	50.00		150.00	350.00		775.00			25.00
		55,000.00							
		71,507.76							
6,803.63	50.00	126,507.76	150.00	350.00	\$0.00	775.00	\$0.00	\$0.00	25.00
3,350.00			26,203.10			2,050.00			
-7,819.28			4,949.11					-376.94	
1,591.51	31,716.97					3,057.27			
-210.00									
3,950.00	1,451.00		36,643.32						
3,740.00	1,451.00	\$0.00	36,643.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				275.56			104.44		
34,116.27	10,544.43								
	1.00								
	16.00								
					152,050.00		109,129.14		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	152,050.00	\$0.00	109,129.14	\$0.00	\$0.00
		250,000.00							
41,782.13	43,779.40	376,507.76	67,945.53	625.56	152,050.00	5,882.27	109,233.58	-376.94	25.00
18,877.87	21,194.07	-376,507.76	-67,945.53	-625.56	147,950.00	-5,882.27	-109,233.58	376.94	-25.00
4.51	4.39								
4.51	4.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.51	4.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18,882.38	21,198.46	-376,507.76	-67,945.53	-625.56	147,950.00	-5,882.27	-109,233.58	376.94	-25.00

Hardee County IDA - GF and SR
Profit Loss by Class, October 2025 - August 2026

Incubator	Lots 37 & 38 (Ecosteris, Inc.)	Multi-Purpose Facility Grant	Phase 2 Expansion- EDA Grant	Property Maintenance	Property Management	Spec Building 7 (MOBO)	Total for General Fund	Special Revenue
		321,747.26					621,747.26	
							41,792.44	
								413,735.25
							1,184,976.63	
							3,018,145.53	
							187.50	
\$0.00	\$0.00	321,747.26	\$0.00	\$0.00	\$0.00	\$0.00	4,866,849.36	413,735.25
\$0.00	\$0.00	321,747.26	\$0.00	\$0.00	\$0.00	\$0.00	4,866,849.36	413,735.25
						446.03	6,201.88	
	6,722.81					1,800.00	52,417.44	
							3,500.00	
							55,000.00	
							73,172.26	
\$0.00	6,722.81	\$0.00	\$0.00	\$0.00	\$0.00	2,246.03	190,291.58	\$0.00
							1,272.94	
175.00							41,557.60	
							-3,003.04	
					4,507.00	1,280.32	477,990.21	
							400.00	
							-210.00	
				2,100.00			66,249.02	
\$0.00	\$0.00	\$0.00	\$0.00	2,100.00	\$0.00	\$0.00	66,039.02	\$0.00
				259.26		129.63	1,777.15	
							277,495.05	
					5.00	1.00	19.00	
							61.00	
		410,465.59	41,965.57				713,610.30	
\$0.00	\$0.00	410,465.59	41,965.57	\$0.00	\$0.00	\$0.00	713,610.30	\$0.00
							250,000.00	
175.00	6,722.81	410,465.59	41,965.57	2,359.26	4,512.00	3,656.98	2,017,510.81	\$0.00
-175.00	-6,722.81	-88,718.33	-41,965.57	-2,359.26	-4,512.00	-3,656.98	2,849,338.55	413,735.25
							97.74	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	97.74	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	97.74	\$0.00
-175.00	-6,722.81	-88,718.33	-41,965.57	-2,359.26	-4,512.00	-3,656.98	2,849,436.29	413,735.25

Hardee County IDA - GF and SR
Profit Loss by Class, October 2025 - August 2026

533 Carlton St. Demolition	Administrative	Housing	Housing - 533 Carlton St.	Housing - Gardens at Midtown	Lot 27 Site Dev Debut Payments	Lot 28 - 1390 Mott Rd Demolition	Spec Bldg 12- Lot 2
					11,000.00		
		2,000,000.00					
\$0.00	\$0.00	2,000,000.00	\$0.00	\$0.00	11,000.00	\$0.00	\$0.00
\$0.00	\$0.00	2,000,000.00	\$0.00	\$0.00	11,000.00	\$0.00	\$0.00
		3,950.00	600.00	6,375.00			
		2,900.00	3,750.00	1,200.00			
\$0.00	\$0.00	6,850.00	4,350.00	7,575.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			1,049.00				
116,805.42			1,069.00		11,000.00	6,224.68	500.00
-17,772.18							
99,033.24	\$0.00	\$0.00	1,069.00	\$0.00	11,000.00	6,224.68	500.00
	250,000.00						
				43,747.08			
99,033.24	250,000.00	6,850.00	6,468.00	51,322.08	11,000.00	6,224.68	500.00
-99,033.24	-250,000.00	1,993,150.00	-6,468.00	-51,322.08	\$0.00	-6,224.68	-500.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-99,033.24	-250,000.00	1,993,150.00	-6,468.00	-51,322.08	\$0.00	-6,224.68	-500.00

Hardee County IDA - GF and SR
Profit Loss by Class, October 2025 - August 2026

Spec Building 8- Riveter	Spec Building 9- Lot 27	Total for Special Revenue	Not specified	Total
				621,747.26
		11,000.00		11,000.00
				41,792.44
		413,735.25		413,735.25
				1,184,976.63
				3,018,145.53
				187.50
		2,000,000.00		2,000,000.00
\$0.00	\$0.00	2,424,735.25	\$0.00	\$7,291,584.61
\$0.00	\$0.00	2,424,735.25	\$0.00	\$7,291,584.61
				6,201.88
	175.00	11,100.00		63,517.44
		7,850.00		11,350.00
				55,000.00
				73,172.26
\$0.00	175.00	18,950.00	\$0.00	\$209,241.58
				1,272.94
				41,557.60
				-3,003.04
				477,990.21
				400.00
				-210.00
			\$0.00	66,249.02
\$0.00	\$0.00	\$0.00	\$0.00	\$66,039.02
		1,049.00		2,826.15
				277,495.05
				19.00
				61.00
-14,906.30	4,173,940.87	4,294,633.67		5,008,243.97
		-17,772.18		-17,772.18
-14,906.30	4,173,940.87	4,276,861.49	\$0.00	\$4,990,471.79
		250,000.00		500,000.00
		43,747.08		43,747.08
-14,906.30	4,174,115.87	4,590,607.57	\$0.00	\$6,608,118.38
14,906.30	-4,174,115.87	-2,165,872.32	\$0.00	\$683,466.23
				97.74
\$0.00	\$0.00	\$0.00	\$0.00	\$97.74
\$0.00	\$0.00	\$0.00	\$0.00	\$97.74
14,906.30	-4,174,115.87	-2,165,872.32	\$0.00	\$683,563.97

Hardee County IDA - GF
Customer Outstanding
Balance Detail Report
As of August 31, 2026

	Date	Transaction	Type	Num	Due date	Amount	Open balance
Debut Development, LLC							
	07/07/2025	Invoice	Late Fee	1310	07/07/2025	100.00	98.68
	10/22/2025	Invoice	Late Fee	1388	10/22/2025	100.00	100.00
	04/08/2026	Invoice	Late Fee	1495	04/08/2026	100.00	99.78
	06/09/2026	Invoice	Late Fee	1530	06/09/2026	100.00	100.00
	7/1/2026	Invoice	Rent	1538	7/1/2026	9,688.54	9,688.54
	7/14/2026	Invoice	Late Fee	1549	06/09/2026	100.00	100.00
	7/16/2026	Invoice	Reimb Costs	1552	7/26/2026	560.00	560.00
	7/27/2026	Invoice	Reimb Costs	1565	8/6/2026	4,034.08	4,034.08
	7/28/2026	Invoice	Reimb Costs	1569	8/28/2026	3,911.08	3,911.08
Total for Debut Development, LLC						\$18,693.70	\$18,692.16

Mancini Foods							
	09/17/2025	Invoice	Insurance & Taxes	1358	03/16/2026	107,007.15	107,007.15
	02/01/2026	Invoice	Rent	1457	02/01/2026	16,526.16	16,526.16
	02/13/2026	Invoice	Late Fee	1462	02/13/2026	826.31	826.31
	03/01/2026	Invoice	Rent	1472	03/01/2026	16,526.16	16,526.16
	03/12/2026	Invoice	Late Fee	1477	03/12/2026	826.31	826.31
	04/01/2026	Invoice	Rent	1491	04/01/2026	16,526.16	16,526.16
	04/16/2026	Invoice	Late Fee	1498	04/16/2026	826.31	826.31
	04/16/2026	Invoice	Late Fee	1500	04/16/2026	5,350.36	5,350.36
	05/01/2026	Invoice	Rent	1510	05/01/2026	16,526.16	16,526.16
	05/11/2026	Invoice	Late Fee	1515	05/11/2026	826.31	826.31
	06/01/2026	Invoice	Rent	1524	06/01/2026	16,526.16	16,526.16
	06/19/2026	Invoice	Late Fee	1542	06/19/2026	826.31	826.31
Total for Mancini Foods						\$199,119.86	\$199,119.86

	Date	Transaction	Type	Num	Due date	Amount	Open balance
Bowl of Fun							
	7/12/2026	Invoice	Late Fee	1550	7/12/2026	315.00	315.00
Total for Bowl of Fun						\$315.00	\$315.00