

AGENDA

Hardee County Economic Development Council Hardee County Industrial Development Authority

Regular Meeting, Board of County Commissioners, 412 West Orange Street, Wauchula, Florida

12/17/2013 8:30AM

Board members

Vanessa Hernandez, Chairwoman | Russ Melendy, Vice Chairman | Mike Prescott | Monica Reas | Diana Youmans | Donald Samuels | John O'Neal | Jim See | Dottie Conerly | Doug Jensen | Lory Durrance | Horst Witschonke | Gene Davis

	Item	Presenter
Item 1	Call to order	Vanessa Hernandez
Item 2	Approval of agenda and minutes	Vanessa Hernandez
Item 3	Commission Chambers Modification	Bill Lambert
Item 4	Incubator/Accelerator -Zoning -Environmental Reports -Abatement costs -Closing -Architect Plan	Bill Lambert
Item 5	CliftonLarsonAllen- Engagement letter for Continuum Labs audit- Authorization for Chair to sign engagement letter (cont. from November meeting)	Bill Lambert
Item 6	Preparation of Minutes- Presentation	Kristi Schierling
Item 7	Director's Report -Culvert -Retention pond -PFMan -Fiorikan Site Development	Bill Lambert

	Item	Presenter
	-Spec building site development	
Item 8	Continuum Labs	Casey Dickson
Item 9	Financial Report	Sarah Pelham
Item 10	Announcements/Other Business/Public Comment	Vanessa Hernandez
Item 11	Adjournment	Vanessa Hernandez

*Hardee County Economic Development Council/Industrial Development Authority
Regular Meeting Minutes
November 12, 2013
Hardee County BOCC*

Vanessa Hernandez- Chair-P
Russ Melendy- Vice Chair-P
Dottie Conerly-A
Jim See-P

Donald Samuels-P
John O'Neai-A
Michael Prescott-A
Gene Davis-P

Doug Jensen-A
Horst Witschonke-P
Lory Durrance-A
Diana Youmans-P

The meeting was called to order at 8:30am.

Visiting: Travis Bond, Robert Cole, Rhonda Cole, Michael Flowers, Denise Hamilton, Donna Doubleday, Charlie Cox, Lenora White, Pam Belflower, Bob Belflower, Rhonda Cole, Stan Pelham, Abel Hernandez and Wendell Cotton.

County Attorney: Ken Evers

County Commissioners: Mike Thompson, Grady Johnson and Colon Lambert

Press: Michael Kelly and Jim Kelly

Staff: Bill Lambert, Sarah Pelham, Kristi Schierling, Krystin Chapman and Casey Dickson (Chamber of Commerce Executive Director)

Agenda: A motion was made by Gene Davis and seconded by Diana Youmans to approve the agenda as printed. Motion passed.

Minutes: A motion was made by Jim See and seconded by Gene Davis to approve the minutes. Horst Witschonke voted no. Motion passed.

Hunter Engineering- Proposal to provide civil engineering services for Florikan

Hunter Engineering will be providing all of the civil engineering for Florikan. The proposal for the service was attached in the agenda packet.

A motion was made by Donald Samuels and seconded by Diana Youmans to approve the proposal and move forward. Motion passed unanimously.

USF Performance Report-Acknowledgment of Report

The USF staff and Impact Data staff from Texas were unable to attend this month's meeting due to scheduling conflicts. Director Lambert suggested having a workshop to discuss the report. Staff will get together some dates for the workshop.

RFP for Accounting Services-Authorization to move forward with RFP process

Director Lambert announced to the Board that it is now time to begin the process of developing an RFP for accounting services. Wicks, Brown supplied a template for the RFP. Staff will begin developing the RFP with Attorney Evers reviewing it.

A motion was made by Gene Davis and seconded by Jim See to authorize staff to move forward with the RFP subject to attorney review. Motion passed unanimously.

Florikan contract-Approval and authorization to sign

The bullets that were presented at last month's meeting have been placed into the contract. Attorney Evers reviewed the contract with the Board. The word "manufacture" will be removed from the description on the first page. The legal description will also be added to the contract. A few highlights of the contract were noted. This is a 10 year lease starting in the 1st quarter 2016. There will be a 100k deposit.

Gene Davis made a motion and was seconded by Diana Youmans to approve the correct and authorize the Chair to sign. Motion passed unanimously.

Budget Amendments

Charlie Cox, from Wicks, Brown and Williams, came before the Board to present the budget amendments for FYE 2013. These amendments will true up the budget to accurately reflect what was spent or received in. These amendments were for the General and Mosaic fund. A copy of each funds amendments are on file at the EDO office.

Jim See made a motion and was seconded by Gene Davis to approve the Mosaic Fund amendments as presented. Motion passed unanimously.

Jim See made a motion and was seconded by Diana Youmans to approve the General Fund amendments as presented. Motion passed unanimously.

Hardee County Commerce Park Expansion

Director Lambert has met with BJ Haney and Kevin Denny from the County's Planning Department. The section of the Commerce Park that is being expanded will have to be rezoned and it precludes the housing. They can be grandfathered in. We will only be allowed to maintain the homes. We cannot do improvements to the homes.

When we reach the water/sewer phase in the new section of the Commerce Park, we will discuss working with the County to extend it.

The culvert crossing is moving along as well.

Continuum Labs

Travis Bond was here to give his monthly update to the Board. He announced that they are continuing to pick up users. The Board was told that he has \$ 2MM in proposals in the pipeline. Mr. Bond also spoke to the Board letting them know that he is having daily meetings with additional VC firms and is working on due diligence with 2 VC firms. A copy of his report is on file at the EDO office.

Director's Report

Incubator- The contract has been submitted. We have ordered our appraisal and it should be ready any day now. There is a Phase 1 on the property. The fill line design is moving forward and an RFP will be done to construct the fill line. Architectural services are being procured.

JDC Phosphates- Director Lambert toured the facility last week. The plant started today.

PFM- Director Lambert spoke to Space Florida last week. They had apologized for not having the paperwork executed for the equipment. Because of the delay, the equipment has been pushed back to being here sometime between now and December. Director Lambert has also been told that there has been 18 hires.

Rapid Systems- A meeting is being set up with Dustin Jurman, Denise Hamilton, Attorney Evers and Rapid Systems' attorney.

CliftonLarsonAllen- A draft engagement letter was provided to the Board to review related to the audit of Continuum Labs. Changes could be made if necessary. Approval will be done at next month's meeting.

Financial Report

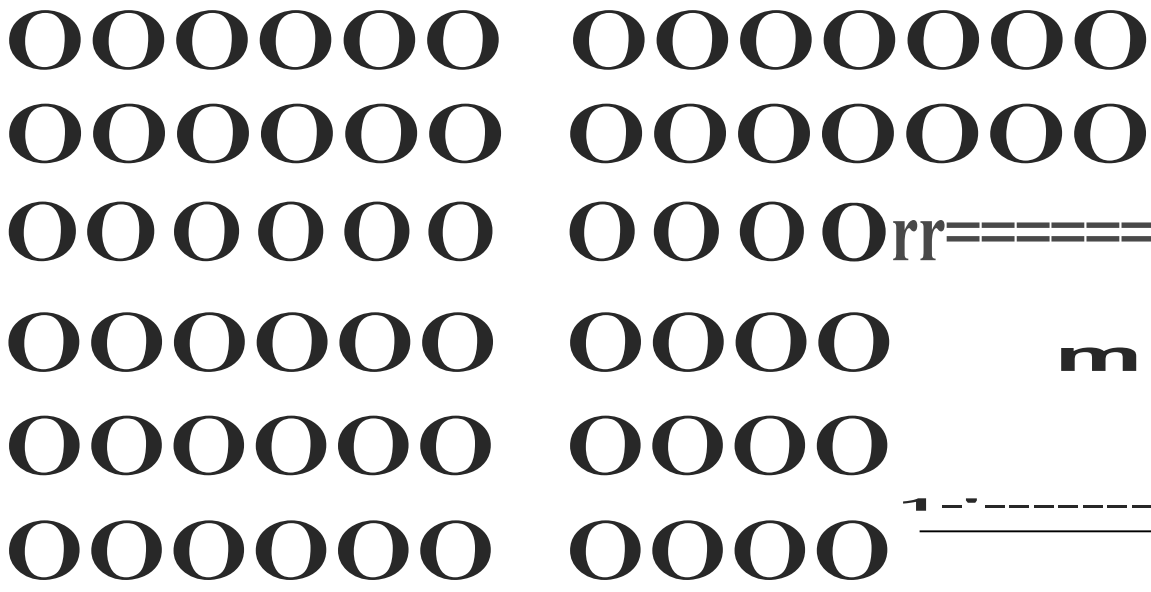
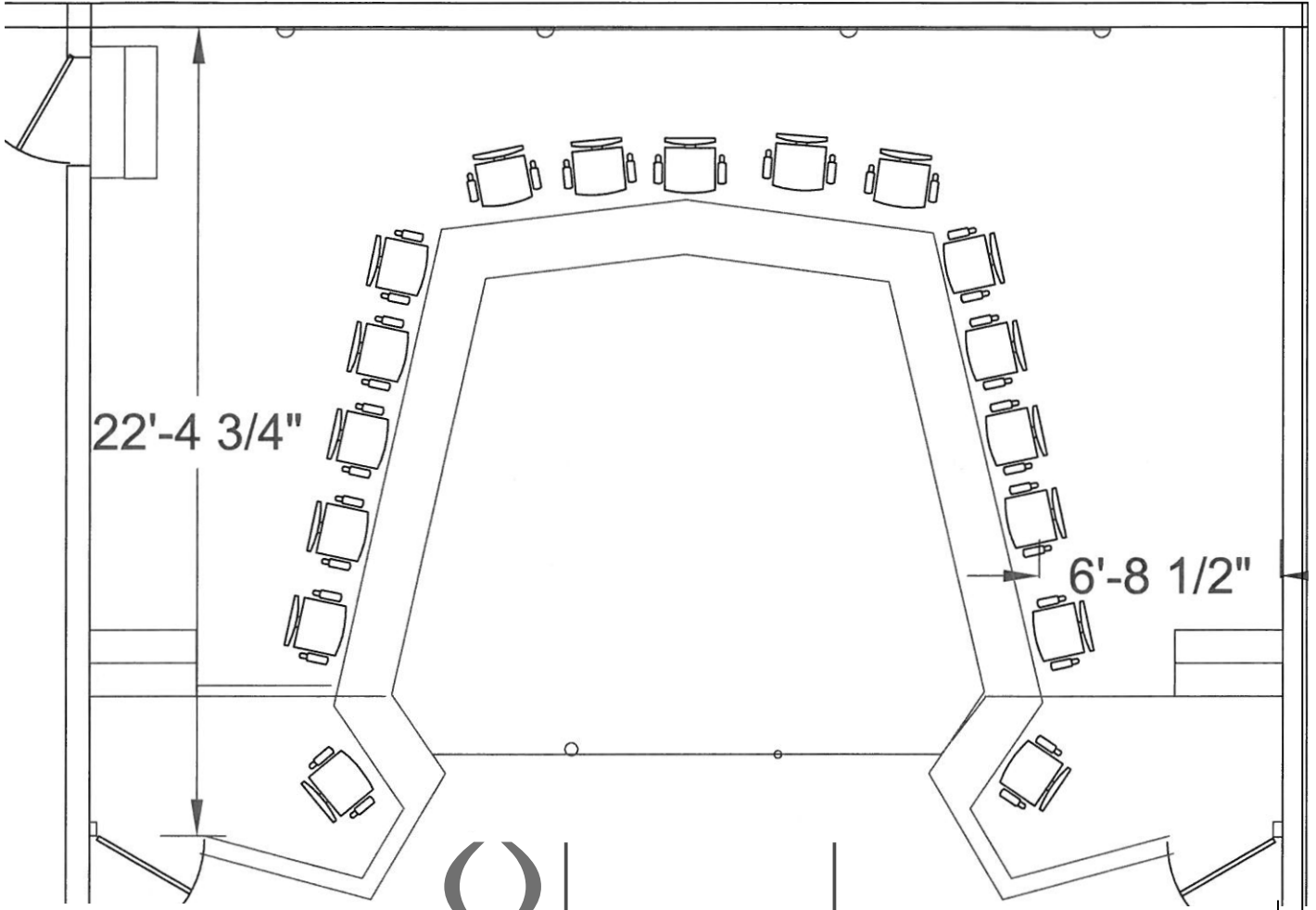
Sarah Pelham reviewed the EDC financials from the previous month.

Donald Samuels made a motion and was seconded by Diana Youmans to approve the EDC financials. Motion passed unanimously.

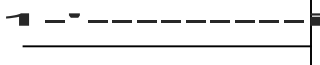
Sarah Pelham then reviewed the IDA financials from the previous month.

Donald Samuels made a motion and was seconded by Jim See to approve the IDA financials. Motion passed unanimously.

Meeting was adjourned at 11:17am by a motion from Gene Davis and a second from Diana Youmans. Motion passed unanimously.



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Memorandum

Via Email

TO: Terry Atchley, City Manager
Olivia Minshew, Development Director
Bill Lambert, Hardee County Economic Development Administration

FROM: Marisa M. Barmby, AICP, Senior Planner

DATE: December 9, 2013

RE: Potential Options for Economic Development/Business Incubator at 897 6th AveS.

Request

It is our understanding that an Economic Development/Business Incubator is proposed for the property located at 897 6^h Avenue South. This Incubator is anticipated to host light industrial and commercial uses.

Property

The subject property located at 897 6th Avenue South is a 3.6-acre parcel with an existing approximately 38,000 square foot structure onsite. The property is located in the southern part of the city and in the center of the one-way pairs of the US 17 commercial corridor. The parcel has frontage on both the north and southbound lanes of US 17. The Future Land Use designation for the property is Commercial and the Zoning designation for the property is C-2 Commercial/Light Industrial as shown on the attached maps.

Future Land Use Element Policy 1.6(e) of Wauchula's Comprehensive Plan provides the following description for the *Commercial Future Land Use* designation:

Policy 1.6(e): Commercial. This category permits Single Family Residential, Low Density Residential, retail activity, wholesaling, light manufacturing, and offices. The land development regulations shall ensure that these establishments are compatible with surrounding uses. The floor area ratio in the Commercial category shall not exceed 3.0.

Section 2.05.02.10 of the City's Land Development Code provides the following description for the *C-2 Highway Commercial/Light Industrial Zoning District*.

Section 2.05.02.10(B) C-2 Highway Commercial/Light Manufacturing

- (B) *Purpose:* The purpose of this district is to provide areas for a variety of commercial and light industrial uses that generate a high volume of traffic, have large parking needs or must be located on a highway, including retail commercial uses, light industrial uses, highway business uses and other business establishments that are clean, quiet and free of hazardous or objectionable elements, such as noise, odor, dust, smoke or glare.

(863) 534-7130 • FAX (863) 534-7138 • TOLL FREE (800) 297-8041 • WEBSITE WWW.CFRPC.ORG

Economic Development/Business Incubator

An Economic Development/Business Incubator is defined as a program/organization designed to accelerate the growth and success of entrepreneurial companies through an array of business support resources and services that could include physical space, capital, coaching, common services, and networking connections.

It is important to note that an incubator is a tool and not a specific land use. Uses of property may be fostered by the incubator.

Future Land Use and Zoning Analysis

Based on our understanding of the incubator's potential uses, the uses would include light industrial and commercial uses, which fall under the Commercial Future Land Use designation and may or may fall under the C-2 zoning district, depending on the proposed use. Presently, the incubator anticipates hosting a paddleboard assembly operation and a business that makes beauty products from honey. Based on the descriptions provided for these uses, both of these uses meet the described purpose of both the Commercial Future Land Use Designation and the C-2 zoning designation.

The LDR Update that is currently under review by the City Commission would permit some light industrial type uses as permitted with conditions (PC). The Planned Unit Development-Mixed Use (PUD-MU) zoning district under review by the City Commission would permit the development of the uses proposed with the incubator and allow flexibility for the applicant and assurances to the City as to what uses will occur on the site.

The City Commission will consider adoption of the LDR Update at public hearings in December 2013 and January 2014.

Rezoning the property to Planned Unit Development-Mixed Use (PUD-MU)

The proposed PUD-MU district provides for mixed-use development on sites. This rezoning designation will work best if the applicant plans to utilize the incubator for light industrial and manufacturing work and wants to provide opportunities for other uses such as office and commercial. The assignment of a PUD-MU zoning district on this site for the incubator will expand the opportunities of the incubator to include a greater range of uses including commercial, retail, office, and light industrial, manufacturing uses.

The applicant's request for PUD-MU would require approval of a Master Development Plan to outline the parameters for proposed uses. Uses outside the established parameters would require an amendment to the Master Development Plan. If the incubator ceases use, the Master Development Plan would have to be amended or the property rezoned if uses are proposed that are not consistent with the PUD-MU approval.

Under this option, the site could be utilized as a grouping of approved uses within the PUD-MU.

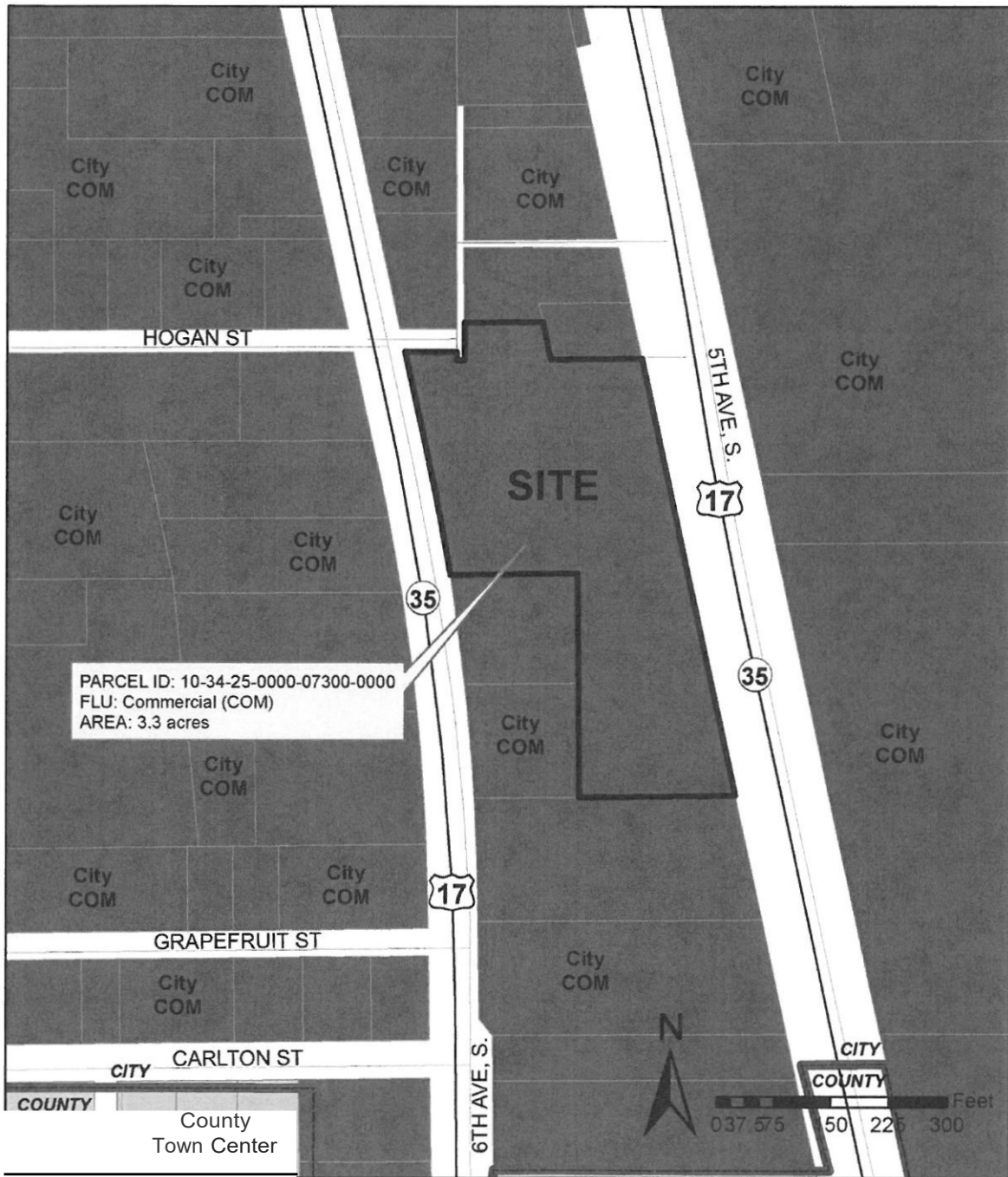
- A. *Applicant Impact:* This option provides flexibility to the applicant. By developing a list/description of potential uses for the incubator and including parameters for proposed uses as part of the Master Development Plan for the PUD-MU, the site will be able to function as an incubator by allowing frequent changes of businesses and uses without required review from the City as long as they exist within defined parameters.
- B. *City Impact:* This option provides the City with the ability to define a set of parameters within which the incubator may function. By approving a Master Development Plan that outlines the types of uses permitted in the incubator, the City does not have to review each new business and/or use change, allowing the incubator to function in a more efficient manner. The City may condition the Master Development Plan to require the applicant to notify the City of a change in business and/or use.

Timeframe

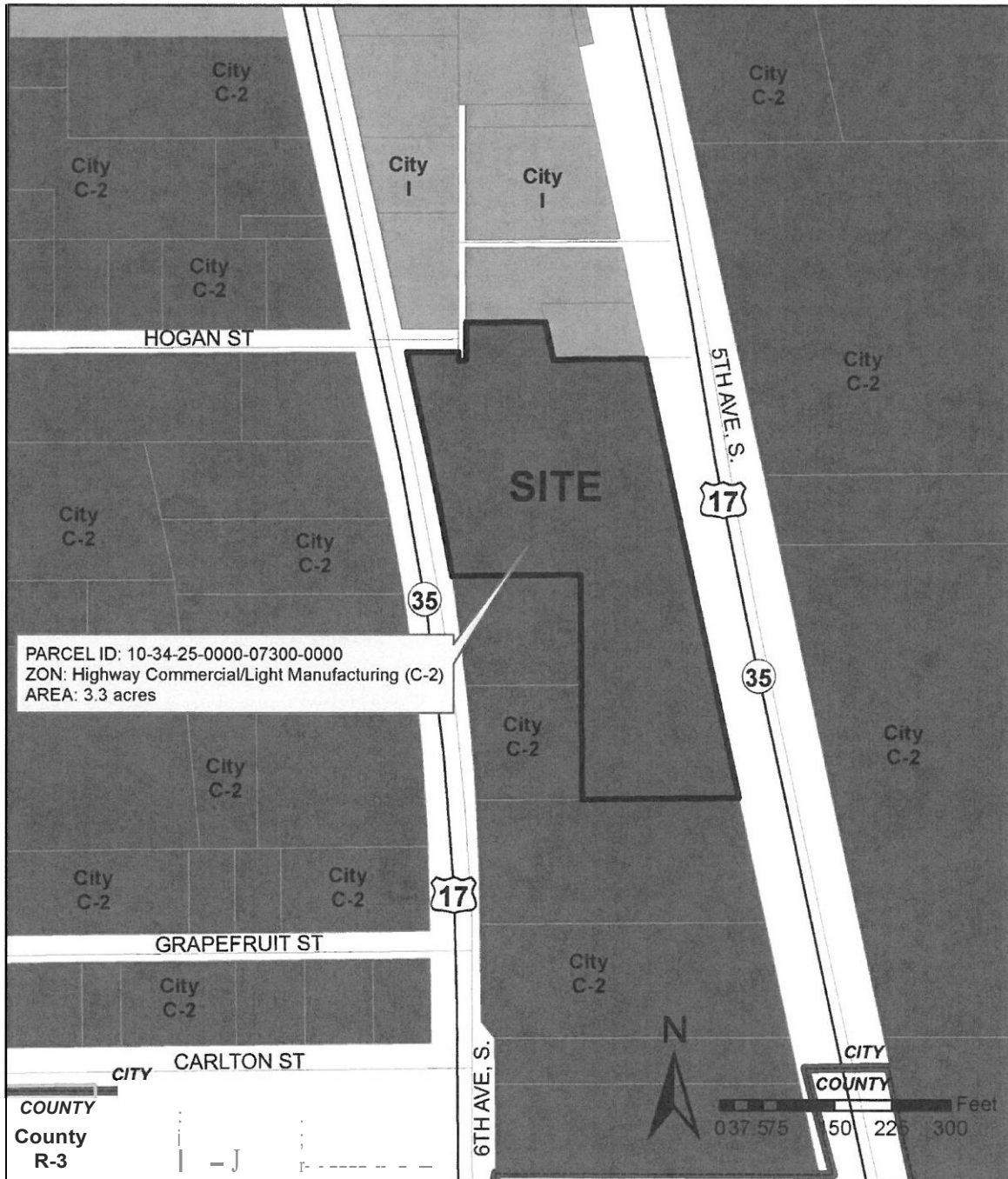
The City must adopt the Land Development Regulations Update currently under review by the City Commission (A. listed below) to make the PUD-MU option viable. A Zoning Amendment to PUD-MU would require a Planning and Zoning Board hearing and two meetings before the City Commission. A pre-application meeting must occur with staff to discuss the proposal and determine the items that must be submitted as part of the application. Dates based on regularly scheduled meetings are included to provide a guideline for the length of time necessary.

- A. Land Development Regulations Update Amendments:
- First reading (public hearing) – December 9, 2013
 - Second reading (public hearing) – January 6, 2014.
- B. Zoning Amendment to PUD-MU:
- Pre-application meeting – January 2014
 - Planning and Zoning Board public hearing- February 17, 2014
 - City Commission 1st reading- March 10, 2014
 - City Commission 2nd reading – April 14, 2014

EXISTING FUTURE LAND USE MAP Hardee County and City of Wauchula



EXISTING ZONING MAP Hardee County and City of Wauchula



December 10, 2013

Mr. Bill Spinner
Kimley-Horn and Associates, Inc.
655 North Franklin Street, Suite 150
Tampa, Florida 33602-4447
(813) 620-1460

**Re: Abatement Cost Estimate For
Asbestos Materials and Lead-Based Paint
Old Scotty's Hardware Store
897 6th Avenue South
Wauchula, Hardee County, Florida
PSI Project Number 05521371 (Cost Estimate)**

Dear Mr. Spinner:

Attached to this letter please find an abatement cost estimate for removal of all asbestos-containing material and lead-based paints from the old Scotty's Hardware Store located at 897 6th Avenue South in Wauchula, Hardee County, Florida.

All materials referenced can be found in the PSI Limited NESHAP Asbestos Renovation Survey and Lead-Based Paint Testing Report No. 05521371.

After your review of this information, if you have any questions or concerns, please do not hesitate to contact Mr. Keith R. Kartovicky at (813) 886-1075.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Keith R. Kartovicky, FLMA
AHERA Certified Asbestos Inspector
Senior Project Manager



Michael W. Rothenburg, P.E.
Principal Consultant
Florida Licensed Asbestos Consultant
License No. EA41

P:\552-Env\A-Reports 2013\05521371 Kimley-Horn NESHAP Asbestos Renovation Survey and Lead-Based Paint Testing, Scotty's Structure in Wauchula, FL\Abatement Cost Estimate Letter.doc

Abatement Cost Estimate

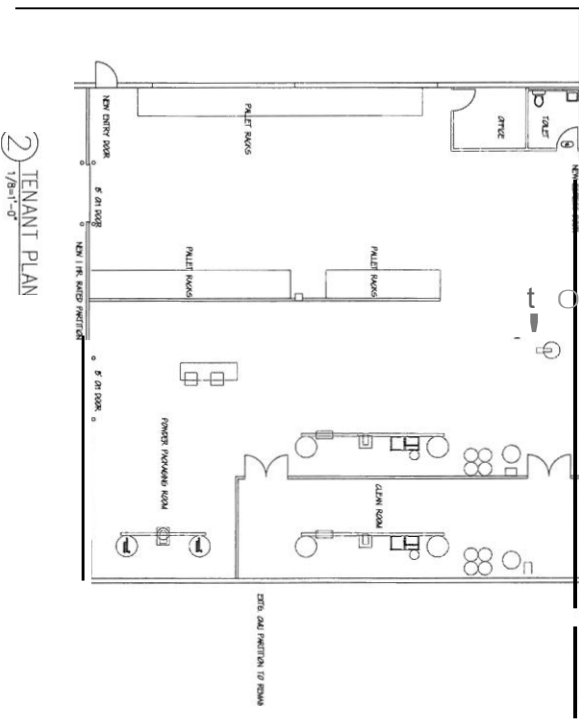
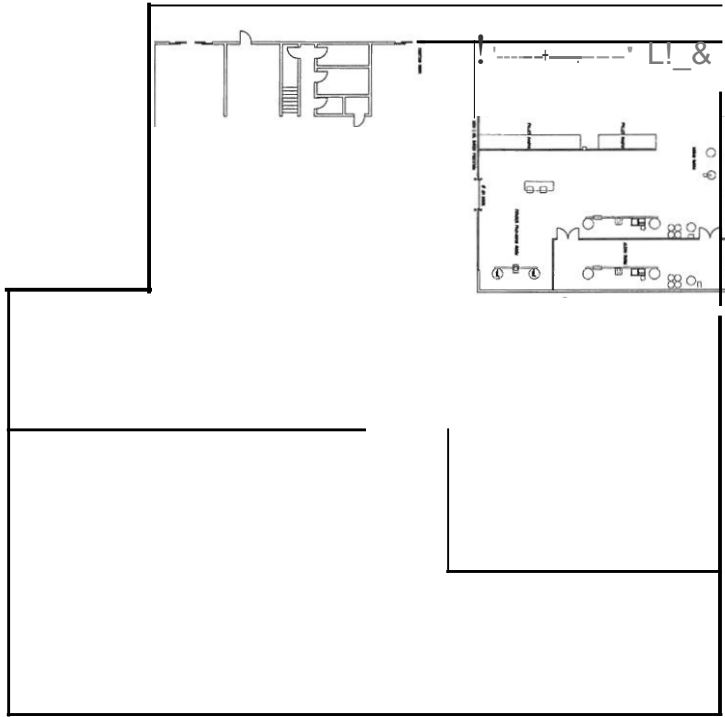
Based upon the results of the asbestos survey and lead-based paint testing, PSI has developed abatement costs estimates incorporating the types and approximate quantities of materials found to be asbestos or lead containing. Costs are based on a projected unit rate per type of material encountered and reflect typical asbestos abatement costs expected in the Florida market. Total costs reflect the amount of material estimated to be present. As indicated above, these estimates of quantities encountered were based on the observations made during the survey. Additional quantities of such materials may be discovered during the renovation process which could alter the final abatement costs. As such, all quantities are estimated and are not for bidding purposes and must be verified by the abatement contractor.

PSI has also developed costs for monitoring of the abatement project including daily oversight of the abatement contractor as well as air monitoring required to ensure compliance with all applicable federal, state and local regulations. These costs are also shown in the table below.

Material to be Abated	Estimated Quantity	Unit Costs	Abatement Costs
Asbestos			
Gray caulk	5 s.f.	\$5.50	\$27.50
Gray putty-like caulk	4 s.f.	\$5.50	\$22.00
Black and Beige stair stringer cap glue	7 s.f.	\$5.50	\$38.50
Black sink mastic	1 s.f.	\$25.00 Lump sum	\$25.00
Mobilization Cost	1	\$1,600 Lump sum	\$1,600.00
		Subtotal	\$1,713.00
Lead-Based Paint			
Blue Handy-Cap parking stripe paint-three spaces-2 stripes each space	3 Each	\$800.00	\$2,400.00
Yellow 8" diameter traffic bollard	7 Each	\$400.00 each	\$2,800.00
Mobilization Cost (up to two days)	1	\$2,000 Lump sum	\$2,000.00
		Subtotal	\$7,200.00
Air Monitoring			
10 Hour Air Monitoring Shifts	3	\$550 Per shift	\$1,650.00
Per Diem, Hotel, Vehicle	2	\$150 Per day	\$300.00
Project Management/Final Report/One On-Site Meeting	1	\$2,500 Lump sum	\$2,500.00
		Subtotal	\$4,450.00
		Project Total	\$13,363.00



Office Building Plan



2 TENANT PLAN
1/8"=1'-0"

Date	X-XX-XX
Scale	
Drawn	
CHK'D	
Appr'd	
Proj No	13-04
Drawing No	

HARDEE COUNTY IDA
897 SIXTH AVENUE
WACHULA FLORIDA

COBROOKE
ENGINEERING ARCHITECTURE INTERIOR DESIGN

Robert Vecchione
781-847-7444



CliftonLarsonAllen

CliftonLarsonAllen LLP
402 South Kentucky Avenue, Suite 600
Lakeland, FL 33801-5354
863-680-5600 | fax 863-680-5650
CLAconnect.com

November 11, 2013

Bill Lambert, Director
Hardee County Industrial Development Authority
107 East Main Street
Wauchula, Florida 33873

Dear Bill:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the agreed-upon procedures engagement PiftonlarsonAllen LLP (CLA) will provide for Hardee County Industrial Development Authority ("you" or "your" or "IDA") for the period ended October 31, 2013.

Michael E. Carter is responsible for the performance of the agreed-upon procedures engagement.

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which Hardee County Industrial Development Authority has specified, listed in the attached schedule, to review and perform contract compliance of the Continuum, Inc. contract for the period beginning October 11, 2011 and ending October 31, 2013. This engagement is solely to assist Hardee County Industrial Development Authority and Continuum, Inc. in the review of contract compliance.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, audit, or review, we will not express an opinion or provide any assurance on the review of contract compliance or the Hardee County Industrial Development Authority's financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or provide any assurance on the effectiveness of Hardee County Industrial Development Authority's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

If, however, as a result of the procedures we perform or through other means, matters come to our attention that cause us to believe that the compliance of the contract is not presented in accordance with contract, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters which might have come to our attention had we performed additional procedures or an examination.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of Hardee County Industrial Development Authority, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for selecting the criteria and determining that such criteria are appropriate for your purposes. For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

We plan to begin our procedures on approximately in November 2013 and, unless unforeseeable problems are encountered, the engagement should be completed by February 28, 2014. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the adequacy of the procedures performed.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final report under this agreement to you, regardless of whether we do other services for you relating to the report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the copy to us.

If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of the procedures.

Sincerely,

CliftonlarsenAllen LLP



Michael E. Carter, CPA
Principal
863-680-5614
Mike.Carter@CIAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of Hardee County Industrial Development Authority.

Authorized Signature: _____

— — **Title:** _____

Date: _____

Authorized Signature: _____

Title: _____

— Date: _____

ATTACHMENT A

According to the contract dated October 11, 2011, between Hardee County Industrial Development Authority and LifeSync Technologies, LLC, the below specifies the project description.

5.0 Project Description: This project is funded as a pilot Technology Center business operation and infrastructure creation. The technological expertise and acumen of the applicants is recognized as having a reasonable potential to develop and incubate economic diversity in Hardee County thru the development of "web based solutions" including application development, managing, securing, storing and sharing information. It is also recognized this project will necessitate the facilitation of supplementary capital needs and infrastructure development in/to LifeSync, LLC including additional job creation incentives/grants, buildings, fiber optic cable installation and complementary "broadband" framework.

CliftonLarsonAllen will review and perform the following agreed upon procedures on the contract between Hardee County Industrial Development Authority and Continuum, Inc., formerly known as LifeSynch Technologies, Inc.

Deliverables

1. Verify that a web-based solution has been developed and is being marketed to the public and that the product is supported by customer service personnel located in Hardee County. Perform a walkthrough of the product line to verify a working product exists.
2. Verify Continuum, Inc. consulted and assisted in the development of technological infrastructure for the purpose of creating a Technology Center to support operations and the development of software solutions.
3. Verify that investment opportunities were created by Continuum, Inc. within Hardee County.
4. Verify that technology companies have been recruited by Continuum, Inc. to co-locate within the Technology Center and/or the political boundaries of Hardee County.
5. Verify progress with the development of a data center in Hardee County. Verify the documentation supporting the initiation of economic development opportunities by Continuum, Inc. related to data processing, handling, storage, etc.
6. Verify hiring practices that provide and prioritize employment opportunities to suitable Hardee County residents obtained by and through application filed with Heartland Workforce, and otherwise, without prejudice. Obtain an employee listing and test 10% of the employees hired to ensure hiring practices are in accordance with paragraph 4.6 of the specified contract terms.
7. Verify hiring in order to recognize, support and effectuate the facilitation of job creation and economic diversity in Hardee County as follows through hiring 4 classes of employees. Obtain an employee listing to ensure positions specified in paragraph 4.7 of the contract terms are in existence at Continuum, Inc.

8. Agree 25% of the draw requests to supporting documentation and determine that the draw request was submitted to the IDA by the 30th of each month. Also, review selected draw requests for compliance with paragraph 4.8 of the contract terms as to category of reimbursed expenditures.
9. Inspect board packets of 3 board meetings for compliance with the following accomplishments and benchmarks:
 - a. Software development reports including but not limited to BlueWater, CareSync, Dossier and ScoutWare
 - b. Marketing/sales reports up to legal limitations for any and all created products as a result of this funding
 - c. Business report related to technology sector development and the status of Continuum
 - d. TechRiver development progress including # of local jobs created and ancillary business development
 - e. Advancement of Hardee County's economy including innovation in hiring practices by training local residents, advancing all Veterans and training programs and specifically investigating partnerships and other such relationships with the "Wounded Warrior" class of disabled Veteran
10. Review the compliance with the contract acceptance terms of Continuum, Inc. due to the event that LifeSynch Technologies, LLC sold to Continuum, Inc. Continuum, Inc. agreed to continue LifeSynch Technologies, LLC's level of operations within Hardee County at the date of sale for not less than 3 years from the date of the IDA's last investment.



December 11, 2013

Hardee County EDC / IDA
Hardee County Chamber of Commerce
Main Street Wauchula / CRA
Attn.: Mr. Bill Lambert, Director
107 East Main Street
Wauchula, FL 33873

**Subject: Proposal For Professional Civil Engineering Services
Hardee County Commerce Park (HCCP) - Lot 13 Spec. Building
Section 29, Township 33S, Range 25E**

Dear Bill:

We are pleased to have the opportunity to assist you in the design and permitting of the referenced project in the HCCP. It is understood that the proposed improvements will be developed on the northern half of Lot 13 and consist of: one (1) 22,000 square foot building, an access drive from Commerce Court, pavement/parking facilities, utility servicing (water and sewer) and associated stormwater conveyance system.

Hunter Engineering (HEI) has familiarized itself with the specific parameters associated with the site and the components of this proposal are based upon our recent discussions with you.

We have prepared a basic service agreement which includes a scope of work defining the steps we would take to design and permit this project. The basic elements of the Agreement are as follows:

Scope of Work:

1. HEI will utilize existing boundary and topographic survey information as provided by others.
2. Using the survey information, a preliminary site layout plan will be prepared showing the building footprint, parking and drive areas. This plan will be reviewed with Hardee County EDC/IDA (hereinafter referred to as Client) and any changes will be discussed and agreed upon prior to developing detailed construction drawings.
3. Two (2) coordination (i.e., initial concept and final review) meetings will be conducted with the Client and any other affected parties.
4. HEI will prepare detailed site related construction drawings suitable to obtain all necessary permits and suitable to bid and construct the proposed project.

Anticipated permits/approvals include the following:

- Hardee County Site Development Plan (SDP)/Site Construction Plan (SCP) Approval- for local government approval.
 - Southwest Florida Water Management District (SWFWMD)- for the Environmental Resource Permit associated with the grading and construction permit.
 - Florida Dept. of Environmental Protection (FDEP)- for the NPDES Stormwater Pollution Prevention plan.
 - Project close-out and full certifications for the Hardee County EDC/IDA Office and other appropriate agencies.
5. HEI will maintain close, timely communication and coordination with the Client and other affected parties.

Examples of Excluded Items:

1. Permit Fees- The Client shall be responsible for all necessary permit fees.
2. Soil borings and/or geotechnical investigations and reports.
3. Boundary and topographic surveys.
4. Wetland jurisdiction/delineation.
5. Flood studies.
6. Land Use and/or zoning matters.
7. Traffic studies.
8. Offsite roadway & utility improvements.
9. As-built surveys.

Compensation:

Civil Engineering Services:	\$11,000.00
Total Compensation:	\$11,000.00

(Note: Compensation amounts are Lump Sum and it is recognized that items termed as "reimbursable" (i.e., mileage, postage, etc., are included in this proposal pricing.)

We propose the following schedule for payment:

Upon approval of preliminary plan	\$2,200.00
Upon submittal of agency applications (Prorated)	\$ 6,600.00
Upon receipt of permits/approvals (Prorated)	\$ 1,700.00
<u>Certify and Submit As-Built drawings</u>	<u>\$ 500.00</u>
Total	\$11,000.00

Additional Professional Services:

If additional professional services are desired beyond those outlined in the Scope of Work, we will submit an addendum to this Agreement describing the revised Scope of Work and adjusted compensation schedule.

If you agree with the proposed arrangement, please sign below in the appropriate space and return one copy to our office.

We are looking forward to working with you on this important project. Please call me at 863-676-7770 (Office) or e-mail JohnS@HunterEngineeringInc.com if you have any questions.

Sincerely,



John A. Schneider Civil
Design Manager Hunter
Engineering, Inc.

Approved and accepted this _____ day of _____, 2013.

Printed Name of Client

Signature of Client