



# AGENDA

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

Hardee County BOCC Commission Chambers, 412 West Orange Street, Wauchula, FL Regular Meeting.

1/12/2016 8:30 A.M

### Board members

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Vanessa Hernandez, Chairwoman | Gene Davis, Vice Chair | Monica Reas | Diana Youmans | Donald Samuels | John O'Neal | Dottie Conerly | Lory Durrance

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	<b>Item</b>	<b>Presenter</b>
Item 1	Call to order	Vanessa Hernandez
Item 2	Approval of agenda	Vanessa Hernandez
Item 3	Approval of Minutes- December 8, 2015	Vanessa Hernandez
Item 4	Florida Hospital Wauchula/IDA/City of Wauchula interlocal grant agreement	Ken Evers
Item 5	M-Space Holdings, LLC lease	Bill Lambert
Item 6	PFM First Amendment to Lease	Bill Lambert
Item 7	Year End/ Mosaic Funding Presentation	Bill Lambert/ Sarah Pelham
Item 8	Performance Review discussion	Vanessa Hernandez
Item 9	Project Updates	Bill Lambert
Item 10	Financial Report	Sarah Pelham

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	<b>Item</b>	<b>Presenter</b>
Item 11	Announcements/Other Business/Public Comment -Housing Workshop reminder 1/15/16 8:30am BOCC	Vanessa Hernandez
Item 12	Adjournment	

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**Hardee County Economic Development Council/Industrial Development Authority  
Special Meeting Minutes  
December 8, 2015  
Hardee County BOCC**

**Vanessa Hernandez- Chair-P**  
**Gene Davis- Vice Chair-P**  
Dottie Conerly-P

Donald Samuels-P  
John O'Neal-P  
Lory Durrance-P

Diana Youmans-P  
Monica Reas-P

The meeting was called to order by Chair Hernandez.

**Visiting:** Henry Kuhlman, Don Chancey, Bruce Stayer, Charlie Cox, Rhonda Cole, Grady Johnson and Sheriff Lanier.

**County Attorney:** Ken Evers

**County Commissioners:** Mike Thompson, Colon Lambert and Russ Melendy

**Press:** Michael Kelly

**Staff:** Bill Lambert, Sarah Pelham and Kristi Schierling

**Agenda:** Director Lambert requested to add a new tab 4 for housing and then relabel after that. Gene Davis made a motion and was seconded by Dottie Conerly to approve the agenda with the addition. Motion passed unanimously.

**Minutes:** Diana Youmans made a motion and was seconded by Monica Reas to approve the minutes. Motion passed unanimously.

***Housing***

BOCC Chair, Mike Thompson, has placed on the BOCC agenda a workshop regarding the housing in Hardee County. He would like for this to be a joint workshop with the IDA. It will be January 15, 2016 at 8:30am. Contractors, real estate agents and developers will be invited to attend.

***Chair Report***

An RFP for Co or secondary counsel was put out a few months ago. There were 4 respondents. Attorney Evers and Chair Hernandez have reviewed them. One would be deemed non responsive because they only wanted to do bond counsel. The other three are from qualified firms. The Board can direct to have them ranked or reject all and refocus on the Heartland area to get responses. The ones that we had received were coastal and we were surprised that more from the Heartland area did not respond. Attorney Evers could directly solicit 3 or 4 attorneys or he could engage a local attorney. We are not ranking today, only discussing our options. Some of the board members would like to find more local attorneys.

A motion was made by Dottie Conerly and seconded by Lory Durrance to reject all respondents and re-advertise and direct contact local attorneys and direct Attorney Evers to facilitate the direct contact. Motion passed unanimously.

A few months ago Chair Hernandez came up with a work plan for the Director's evaluation. It is planned that a year-end review will be done in January. The Director's job description and work plan have been updated. Nothing was deleted, only added to. The review will be done on an annual basis. Director

Lambert will do a presentation in January for the 2015 accomplishments. The process will be formally adopted in the January meeting.

The revised Preliminary and Tentative findings from the Auditor General's office was sent out. Chair Hernandez reviewed the changes as well as her responses. Small grammatical errors were noted and will be corrected.

A motion was made by Lory Durrance and seconded by Monica Reas to adopt these as the Board's responses and send them by December 10<sup>th</sup>. Donald Samuels abstained because of his litigation with the board and his abstention form is on file at the EDC office. Motion passed.

\*A short 10-minute break was had\*

#### ***Recapitalization of Spec building 5 (PFM)***

An additional \$350,000 to \$400,000 has been put into this building by the tenant. They would be fixed assets to the building. \$183,000 was certified and could be added to the building investment. We would like to recognize this with PFM and reimburse them for 3 months of their payroll which averages \$67,000 a month. We would need to do an amendment to the lease to reflect this additional investment into the building which would increase their rent amount. If we had to build that building today, the additions that were done by PFM would have been paid for by the IDA. The electrical and pneumatics were added to the building by PFM.

A motion was made by Gene Davis and seconded by Monica Reas to modify the contract with the new lease amount and reimburse on payroll for 3 months. This will be funded with the Special Revenue fund. Motion passed unanimously.

#### ***Small Business Development Center renewal agreement***

The SBDC provides a great service. The representative meets with grant recipients and new or small business owners. The contract is for \$3500 a year and we have been using them for the last five years. A motion was made by Diana Youmans and seconded by John O'Neal to approve the renewal contract. Motion passed unanimously.

#### ***Project Updates***

There was a hearing last week between FRBA and Rapid Systems. Director Lambert was not sure of the details of the hearing.

The appraiser that did the Hogan St property has been out of the Country. Director Lambert has not met with him yet.

The confidential projects are still active.

The Florida Hospital draft is moving along.

The Incubator has to be brought up to code for the back part. It is being decided if a 1 or 2-hour fire wall is needed.

#### ***Financials***

Sarah Pelham reviewed the financials for both the EDC and IDA.

A motion was made by Gene Davis and seconded by Monica Reas to approve both the EDC and IDA financials. Motion passed unanimously.

\*\*The meeting was adjourned at 11:40am by Chair Hernandez.

# FLORIDA HOSPITAL WAUCHULA/HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY/CITY OF WAUCHULA INTERLOCAL GRANT AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of January, 2016, by and between the Hardee County Industrial Development Authority, a dependent special district created under the laws of the State of Florida (hereafter the "IDA"), the City of Wauchula, Florida, a municipal corporation created under the laws of the State of Florida (hereafter the "City"), and Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, doing business as Florida Hospital Heartland Division and Florida Hospital Wauchula ("FHW").

## RECITALS

1. The IDA, a dependent Special District, was created by the Florida Legislature to foster and promote economic development in Hardee County, Florida, activated by resolutions 84-10 and 96-31 of the Hardee County Board of County Commissioners (hereafter the "County").
2. Section 9.A. of Exhibit B, Economic Development Terms contained within Resolution 08-19, (hereafter "Resolution") adopted by the County on August 14, 2008, as a part of the South Ft. Meade Mine Development Order, specifically provides that "infrastructure such as roads, turn lanes, traffic signals, water and waste water, landfill, telecommunications, and other items traditionally provided by public utilities or government agencies are necessary for economic development. The application of funds that occur as a result of this document is encouraged to be applied to such infrastructure."
3. Section 9.D of Exhibit B of the Resolution also provides that "funds may be utilized to investigate and create an economic development catalyst project such as an airport, commerce park, industrial park, alternative energy research center or health care complex, etc., to name a few examples. Other forms of government infrastructure such as schools, jails, public buildings and libraries are not considered to be intended uses of funds contributed by Developer pursuant to these Terms. However, community centers and civic centers that have visitor/tourism connectivity may be appropriate."
4. FHW desires to replace its existing hospital facility located on its existing hospital property described below in **Exhibit "B"** of this Agreement because needed repairs and renovations over the next four (4) years will be costly and inefficient.
5. IDA and the City desire to relocate, maintain and upgrade healthcare facilities and have cooperated with FHW so that the development of the new hospital

facility at this new re-location site can be a catalyst for other economic development in the area.

6. FHW intends to conclude planning and permitting of the new hospital facility during the first part of 2016, construct the new hospital facility during 2016, and occupy the new hospital facility in early 2017.

7. The County approved the Sustainable Hardee Visioning Plan on March 7, 2013 by Resolution 2013-22, and in that Plan, the County has identified five areas of review and analysis through a series of community meetings to prepare the Visioning report and to provide guidance for future projects and decisions. These areas are: Economic Development, Land Use/Recreation/Open Space/Environment, Quality of Life/Housing, Education/Workforce and Infrastructure.

8. The County adopted Resolution 15-25 on September 3, 2015 expressing support for FHW and its relocation and construction project, finding the construction of a new medical care facility in Hardee County would benefit the local economy and create new jobs and educational training opportunities.

9. In order to assist in the development of the new hospital facility on certain real property described below in **Exhibit "A"**, the IDA will provide an economic incentive in the total amount of \$2,000,000, to be paid as follows:

a. \$700,000 will be reimbursed for infrastructure costs incurred by the City as a result of the relocation, as well as payment for certain City lands described below. Additionally, the City will convey to FHW 9.79+ acres of real property owned by the City on northbound Highway 17 at appraised value of \$142,000 described below as Exhibit "A" as a part of the reimbursement costs incurred and further described in Section 2.2 below. Upon receipt of a complete application at any time after the execution of this Agreement, the City will then process the zoning of this property for the new hospital facility, and will have the right, power, and duty to extend and provide all necessary utilities, roads, curb cuts, and traffic controls to the property.

b. \$1,300,000 will be paid to FHW in accordance with Section 2.1 below.

10. The parties believe it is in the best public interest to enter into this Agreement for the reasons set forth above.

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

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

## **SECTION 2. IDA COMMITMENTS.**

**2.1.** In consideration for FHW's commitments set forth below, the IDA shall disburse \$1,300,000.00 to FHW to be used for to be used at the discretion of FWH for costs and expenses related to the relocation of the hospital facility, including but not limited to engineering/design, equipment upgrades, capital improvements and/or ancillary infrastructure, to the New Hospital Property described in Exhibit "A" attached to and incorporated into this Agreement. These funds will be disbursed by the IDA to FHW in the amounts set forth below upon receipt of written notice from FHW certifying to the occurrence of the following events:

- a. \$500,000.00 at "ground breaking" of the new hospital facility,
- b. \$500,000.00 upon completion of "roof dry in,"
- c. \$300,000.00 upon issuance of Certificate of Occupancy to FHW for the new hospital by the all permitting agencies.

**2.2.** In consideration for City's commitments set forth below, the IDA shall pay to the City \$142,000.00 in exchange for and upon conveyance of the property described in Exhibit "A" hereof by the City to FHW. Upon the effective date of this Agreement, the IDA shall commence reimbursements of up to \$558,000.00 to the City for any City expenditures, regardless of when such expenditures were incurred, for the planning, permitting, design, review, purchase, or construction of equipment, facilities, improvements, interests in real property, or other assets reasonably necessary to extend and connect water, sewer, and electric utilities to the property described in Exhibit "A" hereof. Within thirty (30) days from receipt of written request from the City, the IDA will pay to the City the amount of such requests up to the amount set forth above upon requests submitted beginning from the effective date of this Agreement. The City's written requests for reimbursement shall provide detailed description of expenditures based upon submittal of costs from time sheets, in house material requisitions, receipts, invoices, canceled checks, or any other information deemed reasonably necessary by the IDA.

## **SECTION 3. FLORIDA HOSPITAL WAUCHULA COMMITMENTS.**

**3.1.** Inconsideration of IDA's commitments and City's commitments, FHW shall at its expense construct and relocate a new healthcare complex to the location on US Highway 17 conveyed by the City to FHW. The new healthcare complex shall be approximately constructed as a 50,000 sq. ft., 25 bed, critical care access facility. FHW shall begin construction during the 2016 calendar year, with occupancy no later than December 31, 2017 unless negotiated mutually agreed to time extensions by the IDA, City and FHW.

**3.2.** In consideration of IDA's commitments, FHW shall transfer for \$1.00 to the IDA, marketable fee simple title to the lands described in Exhibit "B" attached to and incorporated into this Agreement, together with all fixtures thereon upon occupancy of the new facility. This transfer shall be "as is," and subject only to a covenant that such property shall not be used for any activity, business or enterprise that would or could compete with FHW and or its physician practices. FHW agrees to convey this property within 120 days of the issuance of the Certificate of Occupancy described in 2.1c above. This conveyance shall be by special warranty deed (including, without limitation, the deed restriction described hereinabove), along with a commercially acceptable owner's affidavit regarding matters such as ownership, parties in possession, mechanics' liens, encumbrances, etc. FHW will be responsible for preparing all closing and transfer documents for this conveyance, subject to the review and approval of the City and the IDA.

**3.3.** In consideration for the commitments of the City and IDA, FHW agrees that the City shall be the exclusive solid waste, water, sewer, and electric utility service provider to the property described in Exhibit "A" hereof. The City shall provide solid waste, water, sewer, and electric utility service to the property for the needs generated by FHW, and FHW shall purchase said utility services subject to the City's then prevailing rates, fees, charges, rules, and policies. FHW shall provide necessary easements on the property to facilitate the connection of the property to offsite water, sewer, and electric utility services in accordance with City rules and policies but shall be exempt from payment of any utility impact fees related to this initial construction phase.

**3.4.** FHW shall at grant closeout provide an executive summary describing the allocation and use of grant funds.

**3.5.** FHW commits to facilitate intellectual and business assistance in creating jobs related to healthcare and/or education with ensuing IDA development plans for the existing facility.

#### **SECTION 4. CITY OF WAUCHULA COMMITMENTS.**

**4.1.** In consideration of the IDA commitments and the FHW commitments, the City shall convey marketable fee simple title to the property described in Exhibit "A" hereof so that FHW can construct and relocate a new healthcare complex in a manner described below in this Section. This conveyance shall be by special warranty deed, along with a commercially acceptable owner's affidavit regarding matters such as ownership, parties in possession, mechanics' liens, encumbrances, etc. In the event the hospital is not constructed after conveyance of property the FHW agrees to reconvey property back to the City and the City agrees to reimburse the IDA for any acquisition funding that has occurred. The City agrees to convey this property no more than 120 days after this Agreement has been executed by all parties. The new healthcare complex shall be approximately 50,000 sq. ft., 25 bed, critical care access facility. FHW shall begin construction in 2016 with occupancy no later than December 31, 2017 unless negotiated mutually agreed to time extensions by the IDA, City and



FHW. FHW will be responsible for preparing all closing and transfer documents for this conveyance, subject to the review and approval of the City and the IDA.

4.2. In consideration of the IDA commitments and the FHW commitments, the City agrees to use a portion of the funds to be received from the IDA to construct and extend water, sewer, and electric utility facilities and services to the property described in Exhibit "A" hereof, and shall provide solid waste, water, sewer, and electric utility service to the property for the needs generated by FHW, and FHW shall purchase said utility services subject to the City's then prevailing rates, fees, charges, rules, and policies. FHW shall provide necessary easements on the property to facilitate the connection of the property to offsite water, sewer, and electric utility services in accordance with City rules and policies but shall be exempt from payment of any utility impact fees for this initial construction phase of the subject hospital through Certificate of Occupancy. This conveyance shall be by special warranty deed, along with a commercially acceptable owner's affidavit regarding matters such as ownership, parties in possession, mechanics' liens, encumbrances, etc. After the execution of this Agreement by all parties, and prior to the conveyance of the property described hereinabove, FHW shall have the right to perform and undertake any due diligence, inspections, surveys and analyses that FHW deems necessary and/or appropriate in order to confirm that such property is or will be suitable for the construction and development of a new hospital and healthcare complex. In the event FHW determines such property is unsuitable, in its sole and absolute discretion, for the construction and development of a new hospital and healthcare complex, FHW shall have the right to terminate this Agreement by providing written notice to the other parties hereto at any time prior to the date that is 120 days after all parties have executed this Agreement.

**SECTION 5. USE AND RETENTION OF LOCAL SUPPLIERS.** FHW will use reasonable efforts to use qualified Hardee County, Florida-based suppliers to provide products and services under this Agreement.

**SECTION 6. DEFAULTS AND REMEDIES.** If "FHW" fails to perform any of its commitments set forth in this Agreement, all funds distributed to it pursuant to this Agreement will be subject to an immediate refund to the IDA. If City fails to perform any of its commitments set forth in this Agreement, all funds distributed to it pursuant to this Agreement will be subject to an immediate refund to the IDA. If IDA fails to perform any of its commitments set forth in this Agreement, the injured party shall have the right to seek payment of moneys wrongfully withheld. Notwithstanding anything to the contrary contained herein, in the event of a default by a party respecting an obligation under this agreement, if the non-defaulting party provides notice of said default to the defaulting party pursuant to this Agreement, the defaulting party shall have thirty (30) calendar days after receipt of said notice within which to cure the default described in said notice; provided, however, notwithstanding the foregoing, if the nature of the default is such that it cannot reasonably be cured within the thirty (30) calendar day period, then, the non-defaulting party shall have such additional time as is reasonable to effect such cure provided that (i) the non-defaulting party has commenced and diligently pursued such curative actions within the time period specified above, (ii) the non-defaulting party at all

times diligently and continuously pursues such curative actions, and (iii) the non-defaulting party is not otherwise in default under this Agreement. In no event will any party be liable to any other party for any indirect, special, punitive, exemplary, incidental or consequential damages. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

**SECTION 7. AUTHORITY.** Each party represents that it has obtained all necessary authority to enter into this Agreement.

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

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

**SECTION 10. TERM.** The term of this Agreement commences on the Effective Date of the Agreement and continues until acceptance of the deed conveying the existing hospital property or December 31, 2017, whichever is earlier.

**SECTION 11. TERMINATION FOR CAUSE.** Any party may terminate this Agreement for Cause upon thirty (30) days prior written notice to the other party. "Cause" is any failure to perform a material obligation under this Agreement within the specified time, subject to the notice and cure provisions of Section 6 above.

**SECTION 12. DISPUTE RESOLUTION AND APPLICABLE LAW.**

**12.1. INFORMAL MEETINGS.** The parties' representatives will meet as needed to implement the terms of this Agreement and will make a good faith attempt to informally resolve any disputes.

**12.2. MEDIATION.** In the event a dispute arises under this agreement, either party may request the matter be mediated prior to filing suit in accordance with Florida law.

**12.3. APPLICABLE LAW AND VENUE.** This Agreement is made and entered into in the State of Florida, and this Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the state of Florida, without regard to any otherwise applicable conflict of law, rules or requirements that would require or permit the application of the law of another jurisdiction. The parties agree that any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement, or the matters referred to herein, shall be commenced exclusively in the Circuit Court in and for Hardee County, Florida and hereby irrevocably and

unconditionally consent to the exclusive jurisdiction of this court for the purpose of prosecuting and/or defending such litigation.

**SECTION 13. PUBLICITY.** The parties agree to cooperate fully to coordinate with each other in connection with all press releases and publications regarding this Agreement.

**SECTION 14. NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this agreement may be construed to be a waiver of the sovereign immunity of any government entity to suit.

**SECTION 15. COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in establishing proof of this Agreement to produce or account for more than one such counterpart.

**SECTION 16. MERGER.** This document constitutes the final entire agreement between the parties and supersedes any and all prior oral or written communication, representation or agreement relating to the subject matter of this Agreement.

**SECTION 17. SEVERABILITY.** Any term in this Agreement prohibited by, or unlawful or unenforceable under, any applicable law or jurisdiction is void without invalidating the remaining terms of this said Agreement. However, where the provisions of any such applicable law may be waived, they are hereby waived by a party, as the case may be, to the fullest extent permitted by the law, and the affected terms are enforceable in accordance with the parties' original intent.

**SECTION 18. CONFIDENTIALITY.** Consistent with the provisions of Florida's Public Records Law, Chapter 119, Florida Statutes, the parties hereto agree to observe confidentiality in accordance with section 288.075 Fl. Statute and any other applicable provisions of the law.

**SECTION 19. SURVIVAL OF PROMISES.** Notwithstanding any expiration, termination or cancellation of this Agreement, the rights and obligations pertaining to payment or repayment of funds, confidentiality, disclaimers and limitation of liability, indemnification, and any other provision implying survivability will remain in effect after this Agreement ends.

**SECTION 20. BINDING EFFECT.** This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties and their successors and assigns and shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns and all other agencies, departments, divisions, governmental entities, public corporations and other entities which shall be successors to each of the parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the parties hereto.

**SECTION 21. SUCCESSORS AND ASSIGNS.** Either FHW or the City may assign all of its respective rights, duties, and obligations under this Agreement, with written consent of the IDA which may not be unreasonably withheld.

**SECTION 22. FORCE MAJEURE.** The parties shall not be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes.

**SECTION 23. NOTICE.** All notices, requests, demands and other communications will be in writing and will be deemed given and received (i) on the date of delivery when delivered by hand, (ii) on the following business day when sent by confirmed simultaneous telecopy or email, (iii) on the following business day when sent by receipted overnight courier, or (iv) three (3) business days after deposit in the United States Mail when mailed by registered or certified mail, return receipt requested, first class postage prepaid, as follows:

If to the IDA to:

William R. Lambert Jr. – Director  
107 East Main Street  
Wauchula, FL 33873  
(863)773-4915 fax  
[bill.lambert@hardeemail.com](mailto:bill.lambert@hardeemail.com)  
[info@hardeemail.com](mailto:info@hardeemail.com)

With Copy to:

Kenneth B. Evers  
424 West Main Street  
Wauchula, FL 33873  
(866)547-4362 fax  
[office@hardeelaw.com](mailto:office@hardeelaw.com)

If to Florida Hospital Wauchula to:

Rosalie Oliver, CFO  
Florida Hospital Heartland Medical Center  
4200 Sun N. Lake Blvd.  
Sebring, FL 33872  
863-402-3366  
[Rosalie.Oliver@ahss.org](mailto:Rosalie.Oliver@ahss.org)

With Copy to:

Borron Owen  
301 East Pine Street, Suite 1400

Orlando, FL 32801  
(407) 244-5690 fax  
[Borron.Owen@gray-robinson.com](mailto:Borron.Owen@gray-robinson.com)

If to City of Wauchula to:  
Terry Atchley – City Manager  
126 S. 7th Avenue  
Wauchula, FL 33873  
(863) 773-0773 fax  
[tatchley@cityofwauchula.com](mailto:tatchley@cityofwauchula.com)

With Copy to:  
Thomas A. Cloud, City Attorney  
301 East Pine Street, Suite 1400  
Orlando, FL 32801  
(407) 244-5690 fax  
[thomas.cloud@gray-robinson.com](mailto:thomas.cloud@gray-robinson.com)

**SECTION 24. ATTORNEYS' FEES.** In any action or proceeding to enforce or interpret this agreement or any provision hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, including but not limited to bankruptcy and appellate proceedings.

**SECTION 25. EFFECTIVE DATE.** This Agreement will take effect and become effective upon the filing of fully executed copies with the Clerk of the Circuit Court of Hardee County, Florida.

**SECTION 26. PUBLIC RECORDS.** Unless specifically exempt pursuant to Chapter 119, Florida Statutes, or other applicable law, documents made or received by the City or IDA related to the implementation of this Agreement shall be subject to the provisions of the Public Records Act.

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

**HARDEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY, a  
dependent special district**

\_\_\_\_\_  
By: Vanessa Hernandez, Chairperson

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

**ADVENTIST HEALTH  
SYSTEM/SUNBELT, INC. a Florida not-  
for-profit corporation**

By: Eric Stevens

Title: President/CEO  
Florida Hospital Heartland Division

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

**CITY OF WAUCHULA, FLORIDA, a  
municipal corporation**

Richard Keith Nadasky, Jr., Mayor

ATTEST:

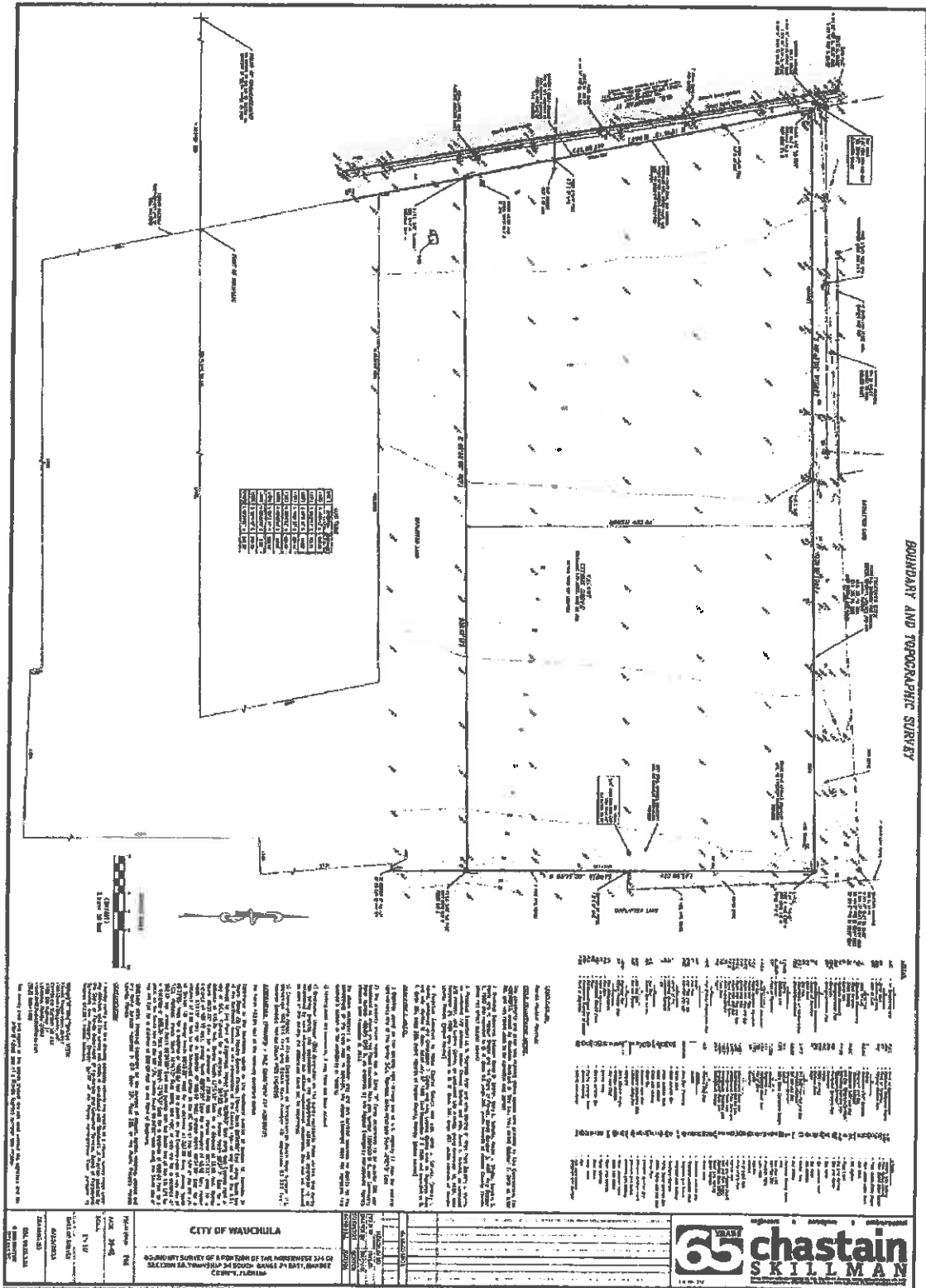
\_\_\_\_\_  
Holly Collins Smith, City Clerk

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

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Thomas A. Cloud, City Attorney

# EXHIBIT "A" NEW HOSPITAL PROPERTY



**EXHIBIT "B"**  
**EXISTING HOSPITAL PROPERTY**



## FACILITY ACCESS AND STORAGE AGREEMENT

THIS AGREEMENT is by and between Hardee County Industrial Development Authority with its principal office located at 107 East Main Street Wauchula FL 33873 (herein after referred to as "Hardee County IDA"), and M SPACE HOLDINGS, LLC, with its principal office located at 629 Parkway Drive Suite A. Park City UT 84098 (hereinafter referred to as "M SPACE"), entered into as of the 6 day of January 2016.

1. Premises. Hardee County IDA hereby authorizes M SPACE to store certain M SPACE product/cargo of manufactured office units, on the storage yard (in an area as designated by Hardee County IDA) located 1340 Highway 17 North Wauchula FL 33873 (the "Premises"). During the term hereof M SPACE shall not interfere with Hardee County IDA' use or reasonable egress and ingress to and from the Premises.

2. Term. This Agreement shall be effective January 6 2016 (the "Effective Date") and shall be terminable by Hardee County IDA or M Space, in its sole discretion for any reason whatsoever, upon 30 days' written notice.

3. Rental Charge. In consideration of the use and access of the described Premises, M SPACE shall pay Hardee County IDA the sum of \$500.00 per month for any portion of a month without proration, as a storage charge. Said monthly rental amount shall be due and payable on the Effective Date and the first day of each month thereafter during the term of this Agreement. Notwithstanding any contrary provision.

4. Storage Only/Carrier Access. Hardee County IDA is providing storage space only and shall not provide any services or security in connection with such storage. M SPACE will be given reasonable egress and ingress to the property as may be necessary in connection with storage of Cargo contemplated hereunder.

5. No Liability. It is agreed that the liability of Hardee County IDA for any injury or property damage related to, arising out of, or in connection with M Space's use of the premises shall be limited to that directly caused solely from affirmative acts of gross negligence of employees of Hardee County IDA. Hardee County IDA shall not be responsible for loss of, or damage to, equipment or property used or stored on the Premises, from any causes, including without limitation Acts of God, fire, wind, storm, flood, theft, mysterious disappearance, vandalism or other casualty, and any claim therefore is hereby expressly waived by M SPACE.

6. Insurance. M SPACE shall maintain insurance, and provide to Hardee County IDA, certificates of insurance issued by underwriters and insurance companies acceptable to - Hardee County IDA evidencing satisfactory insurance coverage prior to entering the Premises or conducting storage contemplated hereunder, in amounts not less than those set forth below, which shall be maintained in full force by M SPACE at its own expense at all times. In the event of any material change or cancellation of insurance, M SPACE must provide 30 days' advance written notice to Hardee County IDA.

- Comprehensive General Liability Insurance including premises and operations, contractual liability and product and completed operations liability, with a minimum limit of \$1,000,000 personal injury and property damage per occurrence and \$1,000,000 in the aggregate or such other limits as may be prescribed by Hardee County IDA from time to

time.

7. Non-exclusive, non-assignability. M SPACE agrees that Hardee County IDA's grant of permission to M SPACE to access the Premises and storage use under this agreement is non-exclusive, non-assignable and may be revoked by Hardee County IDA at any time. Any attempted assignment by M SPACE shall be void.

8. Hold Harmless. M SPACE hereby agrees to indemnify, defend and hold Hardee County IDA harmless from and against any claims, demands, causes of actions, damages, suits, costs, losses, fines or expenses of any kind, including reasonable attorney's fees, arising from or in connection with the exercise by M SPACE of the rights and privileges granted hereunder to access or use of the premises, including but not limited to any injuries that may be sustained by employees, agents, subcontractors or invitees of M SPACE, except to the extent such claims or injuries are determined to have been directly caused solely from affirmative acts of gross negligence of Hardee County IDA.

9. Suitability. Hardee County IDA makes no representation, covenant or warranty, expressed or implied, with respect to the condition, quality, suitability or fitness for any particular purpose of the Premises for M SPACE's access or use under this agreement. It is expressly agreed that M SPACE has had an opportunity to inspect the Premises and accepts it in an "as is" condition, and Hardee County IDA shall not be responsible for any damages or losses resulting from M Space's operation, access, or use of the Premises.

10. Entire Agreement/Enforceability. This written Agreement contains the entire agreement between the parties, and may not be altered or amended except as may be agreed upon between the parties in writing. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

11. Attorney's Fees. In any action or proceeding to enforce or interpret this agreement or any provision hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, including but not limited to bankruptcy and appellate proceedings.

12. Applicable Law and Venue. This agreement is made and entered into in the State of Florida, and this agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Florida, without regard to any otherwise applicable conflict of law rules or requirements that would require or permit the application of the law of another jurisdiction. The parties agree that any action, suit, litigation or other proceeding arising out of or in any way relating to the agreement, or the matters referred to herein, shall be commenced to exclusively in the Circuit Court in and for Hardee County, Florida and hereby irrevocably and unconditionally consent to the exclusive jurisdiction of this court for the purpose of prosecuting and/or defending such litigation.

WHEREFORE, the parties have executed this Agreement on the date first shown above.

M SPACE Holdings LLC

Hardee County IDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**FIRST AMENDMENT  
TO COMMERCIAL LEASE  
BETWEEN**

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a  
public agency organized under the laws of the State of Florida,  
AND  
PRODUCTION & FABRICATION MANUFACTURING, LLC,  
a Florida Limited Liability Corporation**

This first amendment to lease is made and executed in duplicate in the City of Wauchula, County of Hardee, State of Florida, by and between the **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public agency organized under the laws of the State of Florida**, whose address is 107 East Main Street, Wauchula, Florida 33873 (hereinafter referred to as "Lessor"), and **PFMAN, LLC, a Florida Limited Liability Company, also known as PRODUCTION & FABRICATION MANUFACTURING, LLC**, whose address is 2280 Commerce Court, Bowling Green, Florida 33834 (hereinafter referred to as "Lessee"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

**WHEREAS**, Lessor and Lessee entered into that certain Commercial Lease dated on or about December 20, 2012; and,

**WHEREAS**, the parties to this lease wish to amend the lease, specifically Section II, Rent, by amending said section to read, in its entirety, as follows:

**Section II  
Rent**

In consideration of the increase in rent set forth below, the parties acknowledge that LESSEE made certain improvements to the premises valued at \$183,456.33. In consideration for such improvements, Lessor and Lessee have agreed Lessor shall reimburse Lessee the total sum of \$183,456.33 in three (3) equal, successive, monthly installments upon Lessee's submission of adequate documentation (in the sole and absolute discretion of Lessor as to adequacy) demonstrating monthly payroll expense of at least \$67,000.00 per month for the month immediately preceding each monthly installment paid hereunder.

Lessee further acknowledges and agrees that the payments totaling \$183,456.33 are complete and total satisfaction of any claim for improvements to the premises made by Lessee, and Lessee hereby releases and forever discharges any such claim.

Lessee shall pay to Lessor as rent for the premises the sum of \$13,429.04 per month, in advance, on the 1<sup>st</sup> day of every month during the term of this lease. Rent payment shall commence as set forth in Section XIII.

and,

**WHEREAS**, the parties to this lease wish to further amend the lease, specifically Section XIII, Commencement of Rent, by amending said section to read, in its entirety, as follows:

**Section XIII  
Commencement of Rent**

a. Monthly rent for the subject premises will commence on June 1, 2016, and continue until the end of the lease period unless purchase option agreement is exercised by Lessee (Section XXI). Lessee shall have the option at the end of the lease period to extend the current lease for a period of five years. Execution of the request for lease extension shall be provided in writing to the Lessor no later than 90 days prior to the expiration of the current lease period. The rent shall be adjusted for any extension of the initial lease period as mutually agreed upon, or upon failure to agree within ten (10) days of receipt of exercise of extension, by percentage adjustment equal to the sum of the cumulative consumer price index over the initial term of the lease.

b. Lessor and Lessee agree that the Lessor shall assist in making available all existing and applicable state and federal incentives and import/export classifications.

c. Lessor and Lessee agree that the Lessor will assist the Lessee in applying for tangible tax abatement through the Hardee County Board of County Commission.

All other terms of said lease shall remain unchanged.

IN WITNESS WHEREOF, **VANESSA HERNANDEZ**, Chairwoman of **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public agency organized under the laws of the State of Florida**, has hereunto set her hand and seal on this first amendment to commercial lease as LESSOR this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

IN WITNESS WHEREOF, **SHAWN OKUN**, Manager of **PFGAN, LLC, a Florida Limited Liability Company, also known as PRODUCTION & FABRICATION MANUFACTURING, LLC**, has hereunto set his hand and seal on this first amendment to commercial lease as LESSEE this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

"LESSOR"

**HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public agency organized under the laws of the State of Florida**

By: \_\_\_\_\_  
**VANESSA HERNANDEZ, Chairwoman**

\_\_\_\_\_  
First Witness as to Lessor

\_\_\_\_\_  
Second Witness as to Lessor

"LESSEE"

**PFGAN, LLC**

By: \_\_\_\_\_  
**SHAWN OKUN, Manager**

\_\_\_\_\_  
First Witness as to Lessee

\_\_\_\_\_  
Second Witness as to Lessee



## **HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL**

### **ECONOMIC DEVELOPMENT DIRECTOR**

#### **JOB DESCRIPTION/WORK PLAN**

##### **OVERALL RESPONSIBILITY:**

Plan, organize, direct and coordinate the activities of a comprehensive economic development program, including resource identification, planning, marketing, public relations/public education activities, and land use strategies and assistance, to develop and evaluate economic development programs which attract new industry, business and investments to Hardee County; to assist existing business and industry with expansion needs; to perform related duties; and to report to and keep Council informed.

##### **KEY RESPONSIBILITIES:**

**Office Administration** – Planning, organizing and effectively handling office operations

- Plan, organize and direct the efforts of the Hardee County Economic Development Office.
- Review and recommend policies and procedures to ensure compliance with all regulatory agencies.

**Knowledge of Work (External)** – Level of understanding of all aspects of the position, economic opportunities, strategies and governing statutes/bodies.

- Be familiar with all local, state and federal codes, which may affect business, industry and investor opportunities in order to interpret, apply and explain applicable laws, codes, policies and regulations.
- Evaluate County policies and procedures which affect the business and development community and, where appropriate, identify and recommend changes.
- Understand the economy, assets and resources and all potential opportunities to improve the economic opportunities in Hardee County.

**Communication** - Effective listening to others, expressing ideas orally and in writing, and providing

relevant and timely information to Board, staff, public and/or prospects.

- Communicate and coordinate with the County Commission, County Administrator, and other related department and divisions of the County to develop and implement all economic development related activities, as needed, while maintaining the highest level of confidentiality.
- Establish and maintain communication and cooperative relationships with business leaders, potential developers, organizations, private and public agencies, and the general public.
- Meet with a variety of individuals and groups to provide information, enlist support, resolve issues, plan, coordinate and promote economic development programs and activities.

Teamwork – Measures how well this individual works with key stakeholders and shows a cooperative spirit.

- Identify and work with key agencies to assist in local and regional economic development efforts.
- Strategize the use of resources and encourage collaboration between city and county governments and all economic development stakeholders.

Decision Making/Problem Solving - Measures effectiveness in understanding problems and making timely, practical decisions.

- Implement and coordinate all efforts of management of the operations within operational boundaries that do not require the action or discretion of the board.
- Recognize, communicate and identify solutions for any issues to the board any issues that require board action.
- Use discretion and prudence in the day to day decision making and operation of the operation.

Financial Management - Measures effectiveness in establishing appropriate reporting and control procedures; operating efficiencies; and establishing and monitoring budgets.

- Oversee preparation and presentation of comprehensive reports to the Council, as directed.
- Ensure compliance and oversight with all budgeting, financial processes and implement additional controls or accounting practices when necessary.

Human Capital Management - Measures effectiveness in evaluating subordinates' performance; providing constructive feedback, efficient task delegation and taking appropriate and timely action with marginal or

unsatisfactory performers both internally and externally.

- Supervise, train and evaluate staff, as required.
- Provide annual evaluations of staff.
- Direct the day to day duties and delegate tasks to staff with oversight.
- Provide oversight and delegate duties on consultant or contract work, as necessary.

Independent Action - Measures effectiveness in time management; initiative and independent action within prescribed limits.

- Exercise good judgment, flexibility, creativity, and sensitivity in response to prospects, current businesses and in changing situations and needs.
- Provide support and direction on any project as appropriate.
- With discretion and within procurement guidelines, facilitate or contract any services required for the normal and usual operation of the Economic Development Council and related projects.

Job Knowledge (Internal) and Reporting - Measures effectiveness of methods, techniques and skills required in own job and related functions; remaining current on new developments affecting the EDC and its work activities.

- Attend all Council meetings and provide project updates to the board and public.
- Prepare and present comprehensive reports to the Council and any other entity, as required.
- Stay informed on all county and city related projects related to infrastructure or economic development.
- Skilled public speaker with demonstrated ability to present and provide direction and feedback.

Leadership - Measures effectiveness in accomplishing the goals of the board; delegating and coordinating effectively; setting goals and objectives and promoting innovation and team effort.

- Work confidentially and with discretion with all related projects and principals and ensure communication with board members as needed.
- Make recommendation to the board on strategy, projects, processes or related issues to the board.
- Develop goals, objectives, policies and priorities for the Economic Development Department.
- Provide coaching and encourage teamwork by board, staff and community to achieve goals.



Managing Change and Improvement - Measures effectiveness in initiating, adapting to necessary changes, identifying new methods and generating improvement in organization's performance.

- Work with all existing businesses, industry and investors to identify their needs and promote their continued growth.
- Evaluate and make recommendation on any identified areas of improvement suggested by any regulatory agency, legal counsel or contracted accounting firm.

Contact Responsiveness – Measures responsiveness and courtesy in dealing with board, staff, public, stakeholders, and vendors; and ensure that employees projects a courteous manner.

- Ensure timely response to any prospect inquiries.
- Provide requested information to prospects and contacts in a timely manner.
- Provide tours to prospects around the County as requested.

Market Study – Measure and understand the current economic climate in the community. Make recommendations for project or impact studies as needed.

- Conduct special studies and prepare comprehensive reports related to economic development issues, as required.
- Make recommendations for any contracted studies on local economy or development opportunities.

Dependability – Measures how well employee complies with instructions and performs under unusual circumstances; consider record of attendance and project follow through.

- Provide daily oversight for the effective operation of the office.
- Ensure availability and accountability to the board, projects and public.
- Follow up and provide reporting on any recommendations of the board.

Marketing/Public Relations - Strategize and implement strategy for the internal and external promotion of Hardee County to generate a favorable environment for economic development and lead generation.

- Develop marketing and promotional programs and materials to enhance the implementation of economic development activities.

- Research and identify resources which lead to prospects.
- Travel to and attend conferences that are attended by prospects.
- Engage or recommend professional services to the board as needed.

**Employee's Responsiveness** - Measures responsiveness in completing job tasks in a timely manner.

- Perform other related duties/tasks as assigned or may be necessary.
- Encourage communication and feedback with board members and provide updates at monthly meetings and on an interim basis as needed.
- Engage board members and other professionals in areas of expertise related to economic development projects.

**Employee Acknowledgement**

I have received and reviewed a copy of this job description and work plan. I understand that this work plan is subject to change or review at the discretion of the board on an annual basis.

Employee : \_\_\_\_\_

Board Chair: \_\_\_\_\_

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

**ARTICLE FIVE EXECUTIVE DIRECTOR**

**5.01 If an Executive Director is to be hired, the Executive Director shall:**

- a. be a salaried employee of the Corporation;**
- b. carry out the goals and objectives as adopted by the Council Board;**
- c. carry out the day-to-day operations of the corporation; and for**
- d. act as the primary contact and the centralized point of information the Council Board.**



## HARDEE COUNTY ECONOMIC DEVELOPMENT COUNCIL JOB PERFORMANCE EVALUATION & FEEDBACK FORM

Employee: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_ Date: \_\_\_\_\_

Board Member: \_\_\_\_\_

### PERFORMANCE PLANNING & RESULTS

#### Performance Review

- Use a current job description as a basis for this evaluation.
- The employee should rate themselves on their perceived level of performance in the left column, and the supervisor should rate the employee using the right column, based on the definitions below.
- Review with employee each performance factor used to evaluate his/her work performance.
- Give an overall rating in the space provided, using the definitions below as a guide.

#### Performance Rating Definitions

The following ratings must be used to ensure commonality of language and consistency on overall ratings: (There should be supporting comments to justify ratings of "Outstanding" "Below Expectations, and "Unsatisfactory")

Outstanding	Performance is consistently superior
Exceeds Expectations	Performance is routinely above job requirements
Meets Expectations	Performance is regularly competent and dependable
Below Expectations	Performance fails to meet job requirements on a frequent basis
Unsatisfactory	Performance is consistently unacceptable

**A. PERFORMANCE FACTORS** (use job description as basis of this evaluation).

		Employee	Supervisor
<b>Administration</b> - Planning, organizing and effectively handling office operations	<b>Outstanding</b>		
	<b>Exceeds Expectations</b>		
	<b>Meets Expectations</b>		
	<b>Below Expectations</b>		
	<b>Unsatisfactory</b>		
<b>Knowledge of Work</b> - Level of understanding of all aspects of the position, economic opportunities, strategies and governing statutes/bodies.	<b>Outstanding</b>		
	<b>Exceeds Expectations</b>		
	<b>Meets Expectations</b>		
	<b>Below Expectations</b>		
	<b>Unsatisfactory</b>		
<b>Communication</b> - Effectiveness in listening to others, expressing ideas, both orally and in writing, and providing relevant and timely information to Board, staff, public and/or prospects.	<b>Outstanding</b>		
	<b>Exceeds Expectations</b>		
	<b>Meets Expectations</b>		
	<b>Below Expectations</b>		
	<b>Unsatisfactory</b>		
<b>Teamwork</b> - Measures how well this individual works with key stakeholders and shows a cooperative spirit.	<b>Outstanding</b>		
	<b>Exceeds Expectations</b>		
	<b>Meets Expectations</b>		
	<b>Below Expectations</b>		
	<b>Unsatisfactory</b>		
<b>Decision Making/Problem Solving</b> - Measures effectiveness in understanding problems and making timely, practical decisions.	<b>Outstanding</b>		
	<b>Exceeds Expectations</b>		
	<b>Meets Expectations</b>		
	<b>Below Expectations</b>		
	<b>Unsatisfactory</b>		
<b>Financial Management</b> - Measures effectiveness in establishing appropriate reporting and control procedures; operating efficiencies; and establishing and monitoring budgets.	<b>Outstanding</b>		
	<b>Exceeds Expectations</b>		
	<b>Meets Expectations</b>		
	<b>Below Expectations</b>		
	<b>Unsatisfactory</b>		
<b>Human Capital Management</b> - Measures effectiveness in evaluating subordinates' performance; providing constructive feedback, efficient task delegation and taking appropriate and timely action with marginal or unsatisfactory performers.	<b>Outstanding</b>		
	<b>Exceeds Expectations</b>		
	<b>Meets Expectations</b>		
	<b>Below Expectations</b>		
	<b>Unsatisfactory</b>		
<b>Independent Action</b> - Measures effectiveness in time management; initiative and independent action within prescribed limits.	<b>Outstanding</b>		
	<b>Exceeds Expectations</b>		
	<b>Meets Expectations</b>		
	<b>Below Expectations</b>		
	<b>Unsatisfactory</b>		

		Employee	Supervisor
<b>Job Knowledge</b> - Measures effectiveness of methods, techniques and skills required in own job and related functions; remaining current on new developments affecting the EDC and its work activities.	<b>Outstanding</b> <b>Exceeds Expectations</b> <b>Meets Expectations</b> <b>Below Expectations</b> <b>Unsatisfactory</b> <b>NA</b>		
<b>Leadership</b> - Measures effectiveness in accomplishing the goals of the board; delegating and coordinating effectively; setting goals and objectives and promoting innovation and team effort.	<b>Outstanding</b> <b>Exceeds Expectations</b> <b>Meets Expectations</b> <b>Below Expectations</b> <b>Unsatisfactory</b> <b>NA</b>		
<b>Managing Change and Improvement</b> - Measures effectiveness in initiating, adapting to necessary changes, identifying new methods and generating improvement in organization's performance.	<b>Outstanding</b> <b>Exceeds Expectations</b> <b>Meets Expectations</b> <b>Below Expectations</b> <b>Unsatisfactory</b> <b>NA</b>		
<b>Contact Responsiveness</b> - Measures responsiveness and courtesy in dealing with board, staff, public, stakeholders, and vendors; and ensure that employees projects a courteous manner.	<b>Outstanding</b> <b>Exceeds Expectations</b> <b>Meets Expectations</b> <b>Below Expectations</b> <b>Unsatisfactory</b> <b>NA</b>		
<b>Market Study</b> – Measure and understand the current economic climate in the community. Make recommendations for project or impact studies as needed.	<b>Outstanding</b> <b>Exceeds Expectations</b> <b>Meets Expectations</b> <b>Below Expectations</b> <b>Unsatisfactory</b> <b>NA</b>		
<b>Dependability</b> - Measures how well employee complies with instructions and performs under unusual circumstances; consider record of attendance and project follow through.	<b>Outstanding</b> <b>Exceeds Expectations</b> <b>Meets Expectations</b> <b>Below Expectations</b> <b>Unsatisfactory</b> <b>NA</b>		
<b>Marketing/Public Relations</b> – Strategize and implement strategy for the internal and external promotion of Hardee County to generate a favorable environment for economic development and lead generation.	<b>Outstanding</b> <b>Exceeds Expectations</b> <b>Meets Expectations</b> <b>Below Expectations</b> <b>Unsatisfactory</b> <b>NA</b>		
<b>Employee's Responsiveness</b> - Measures responsiveness in completing job tasks in a timely manner.	<b>Outstanding</b> <b>Exceeds Expectations</b> <b>Meets Expectations</b> <b>Below Expectations</b> <b>Unsatisfactory</b> <b>NA</b>		

**B. EMPLOYEE STRENGTHS AND ACCOMPLISHMENTS:** Include those which are relevant during this evaluation period. This should be related to performance or behavioral aspects you appreciated in their performance.

**C. PERFORMANCE AREAS WHICH NEED IMPROVEMENT:**

**D. PLAN OF ACTION TOWARD IMPROVED PERFORMANCE:**

**E. EMPLOYEE COMMENTS:**

**F. JOB DESCRIPTION REVIEW SECTION: (Please check the appropriate box.)**

- Employee job description has been reviewed during this evaluation and no changes have been made to the job description at this time.
- Employee job description has been reviewed during this evaluation and modifications have been proposed to the job description. The modified job description is attached to this evaluation.

**G. SIGNATURES:**

Employee \_\_\_\_\_ Date \_\_\_\_\_  
(Signature does not necessarily denote agreement with official review and means only that the employee was given the opportunity to discuss the official review with the supervisor.)

Evaluated by \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_  
(Board Chair)

Rev. 12/2/15 (vh)



**Hardee County Economic Development**  
**Balance Sheet**  
As of December 31, 2015

	<u>Dec 31, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Wauchula State Bank	38,445.46
<b>Total Checking/Savings</b>	<u>38,445.46</u>
<b>Total Current Assets</b>	<u>38,445.46</u>
<b>TOTAL ASSETS</b>	<u><u>38,445.46</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3010 - Unrestrict (retained earnings)	104,305.78
Net Income	<u>-65,860.32</u>
<b>Total Equity</b>	<u>38,445.46</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>38,445.46</u></u>