

RESOLUTION 2001 - 223

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ESTABLISHING FINDING OF FACT ALLOWING FOR AN EMERGENCY EXCEPTION TO THE COUNTY'S PURCHASING POLICY AND PROCEDURE AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CONTRACT FOR THE CONSTRUCTION OF A ROAD UTILIZING THE EMERGENCY EXCEPTION TO THE PURCHASING POLICY AND PROCEDURE.**

**WHEREAS**, St Johns County supports the development of new businesses within the County in order to expand the number of employment opportunities for its citizens; and

**WHEREAS**, St. Johns County applied for and received a contractual agreement from the State of Florida Office of Tourism, Trade and Economic Development (OTTED) for a financial incentive grant in the amount of \$315,000.00 to assist a new business (Con Agra Foods, Inc.) in their efforts to locate within St. Johns County; and

**WHEREAS**, in order for St. Johns County to comply with Florida Statutes as required by the contractual agreement with OTTED the County can exercise emergency purchase provision 302.3.4.1 of the St. Johns County Purchasing Policy Manual allowing for an emergency exception to the County's purchasing policy and procedure; and

**WHEREAS**, it is in the public interest of the County to proceed with due haste in order to effectuate the provisions of the OTTED incentive grant and construct the road within deadlines in order to assist in the success of this project;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above recitals are incorporated by reference as findings of fact and conclusions of law.
2. The use of the emergency exception to the St. Johns County purchasing policy and procedure is necessary in order to meet the contractual obligations of the agreement between the County and the State of Florida Office of Tourism, Trade and Economic Development and in order to assist the completion of the project within established deadlines.
3. The County Administrator is hereby authorized to negotiate and execute a road building contract with such qualified persons as contemplated by the County's emergency exception and the contractual agreement between the County and the State of Florida Office of Tourism, Trade and Economic Development

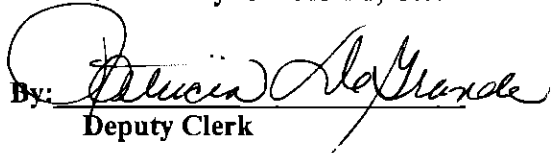
**PASSES AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 27<sup>th</sup> day of November, 2001.

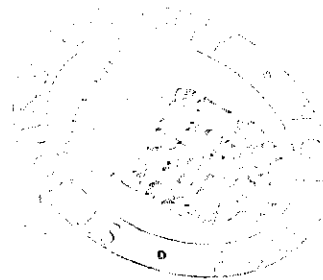
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: Max Joralone  
Its Chair

Rendition Date: 11-29-01

**ATTEST: Cheryl Strickland, Clerk**

By:   
Deputy Clerk





STATE OF FLORIDA

# Office of the Governor

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399-0001

JEB BUSH  
GOVERNOR

www.flgov.com  
850-488-7146  
850-487-0801 fax

October 29, 2001



Mr. John Schwab  
Special Projects Manager  
St. Johns County  
4020 Lewis Speedway  
St. Augustine, Florida 32084

Dear Mr. Schwab:

RE: ConAgra Foods, Inc. - EDTF Contract; Project #: 01/0255A

The enclosed contract implements the EDTF grant approved on October 18, 2001, to provide funds to assist St. Johns County on behalf of ConAgra Foods, Inc.

An award of transportation funds is tentative, pending successful contract negotiation. No funds will be disbursed until the contract is fully executed and pre-disbursement requirements have been met (see section 6.0 - Release of Funds). Please note: **Project costs incurred before the full execution of this contract are ineligible for reimbursement.**

The EDTF Guidelines set a limit of ninety (90) days from the County's receipt of this contract for successful negotiation of the contract, or funding may be withdrawn. If this contract meets the County's approval, please have both sets signed and witnessed, and return them to:

Ms. Wynnelle Wilson  
EOG/OTTED  
The Capitol, Suite 2001  
Tallahassee, Florida 32399-0001

After the Director of OTTED has completed the execution of the contracts by signing them, one of the originals will be returned to the County for its files.

If you have any questions about any portion of the contract, please call Wynnelle Wilson or me at 850/487-2568.

Sincerely,

Vera A. Greenwood, Incentives Coordinator  
Office of Tourism, Trade, and Economic Development

Enclosures



Governor's Mentoring Initiative  
BE A MENTOR. BE A BIG HELP.  
1-800-825-3786

**STATE OF FLORIDA**  
**OFFICE OF THE GOVERNOR**  
***ECONOMIC DEVELOPMENT TRANSPORTATION FUND***

**AGREEMENT**

This Agreement (OT02-047) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, between the State of Florida Office of Tourism, Trade, and Economic Development (OTTED) and St. Johns County (County) on behalf of ConAgra Foods, Inc. (EDTF Business).

OTTED has determined that the transportation project described in the Economic Development Transportation Fund (EDTF) Application, incorporated herein and attached as "Exhibit A" and hereinafter referred to as the "Project," is necessary to facilitate the economic development and growth of the State as contemplated by Section 288.063, Florida Statutes.

The County is prepared to complete the Project at an estimated total cost of \$703,816.

OTTED is prepared to provide \$315,000 toward the total project cost of construction of the transportation project described in Section 1.0.

In consideration of the mutual undertakings and agreements hereinafter set forth and agreed between the parties as follows:

**1.0 PROJECT DESCRIPTION:** The Project, identified as Project Number 01/0255A, is described as follows and is in connection with the location of facilities by the EDTF Business:

**Design, permit, and construct a 3,020 linear foot extension of  
Deerpark Boulevard to the EDTF Business site entrance.**

**2.0 TERM:** The term of this Agreement shall commence upon execution and continue through October 13, 2003, unless terminated at an earlier date as provided herein. Only project costs incurred on or after the effective date of this agreement and on or prior to the termination date of the agreement are eligible for reimbursement.

**3.0 PARTIES:** The parties and their respective addresses for purposes of this Agreement are as follows:

STATE OF FLORIDA  
OFFICE OF THE GOVERNOR  
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT  
THE CAPITOL, SUITE 2001  
TALLAHASSEE, FLORIDA 32399-0001  
FAX: 850/487-3104

ST. JOHNS COUNTY  
4020 LEWIS SPEEDWAY  
ST. AUGUSTINE, FLORIDA 32084  
FAX: (904) 823-2507

**4.0 NOTICES:** All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. Facsimile transmission or confirmed e-mail may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**5.0 ADMINISTRATORS:** The State EDTF Grant administrator is Wynnelle Wilson, Chief Analyst for Policy & Incentives \_\_\_\_\_. The County Agreement Administrator is \_\_\_\_\_ . All approvals referenced in this agreement must be obtained in writing from the parties' agreement administrators or their designees.

**6.0 RELEASE OF FUNDS:** Project funds made available by OTTED shall not be released until the following have been satisfied:

(a) The County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to OTTED;

(b) The County shall certify to OTTED that the EDTF Business referred to in Paragraph 1.0 above has secured the necessary permits, including but not limited to, building permits, and initiated vertical construction of the facilities referenced. If the County fails to provide such certification to OTTED by July 15, 2002, OTTED may, at its discretion, terminate this Agreement;

(c) The County shall verify all invoices, statements or other related documents duly submitted to the County for pre-audit and approval by the County;

(d) The County shall certify that its adopted local government comprehensive plan is in compliance with Chapter 163, Part II, Florida Statutes, and that any amendments to the adopted plan related to the transportation Project or EDTF Business facility have been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statutes;

(e) The County shall provide to OTTED certification and a copy of appropriate documentation substantiating that all required right-of-ways have been obtained and meet the definition of right-of-way set forth in Section 334.03(22), Florida Statutes; and,

(f) Provide OTTED with written notification of either its intent to:

(i) Award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules and regulations. The County shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the transportation project utilizing existing County employees, if the County can complete said project within the time frame in Section 15.0 of this Agreement.

**6.1 TRANSFER OF FUNDS:** Upon execution of this Agreement by OTTED and upon written request from the County, OTTED will transfer funds to the County to be applied toward direct Project costs on a quarterly basis consistent with project needs.

**6.2 INVESTMENT OF FUNDS:** Funds transferred to the County by OTTED shall be invested by the County until their actual expenditure, in such income or revenue producing investments as authorized by law for other County funds. All income, interest or other revenues obtained from such investment shall be considered funds of OTTED. The income, interest or other revenues shall be remitted to OTTED on a quarterly basis within fifteen (15) days of the close of the months March, June, September, and December, regardless of the month in which funds were received. Upon completion of the project, all remaining income, interest, or other revenues shall be returned to OTTED. All refund or interest checks shall be made payable to: **EOG/OTTED**, and mailed to the OTTED address in Section 3.0 of this Agreement; with the Project Number referenced and information that identifies the grant, interest period, amount of interest earned by account, name of depository, and interest rate. The documentation submitted to support interest earnings should include copies of bank or investment account statements, computational work sheets, etc.

**6.3 USE OF FUNDS:** Funds made available by OTTED pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the Project. No such funds shall be used for the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against OTTED, for the administration of the project fund or costs associated with preparation of the application.

**7.0 LOBBYING:** Funds may not be used for the purpose of lobbying the Legislature, judicial branch, or any state agency, per Section 216.347, Florida Statutes.

**8.0 ASSURANCES:** As an inducement to the transfer of funds referred to in Paragraph 6.1 above, the County grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from OTTED. The County shall be liable for all cost overruns on the Project.

**9.0 DESIGN AND CONSTRUCTION STANDARDS:** The County agrees to design and construct the Project in accordance with standards promulgated by the Florida Department of Transportation (DOT) in accordance with Section 336.045, Florida Statutes, and to provide certification of same to OTTED upon completion of the Project. Such certification shall be provided by a professional engineer registered in Florida who shall certify that all design and construction for the Project meets minimum construction standards established by DOT pursuant to Section 336.045, Florida Statutes.

**10.0 MINORITY VENDORS:** The County is encouraged to utilize "minority business enterprises," as defined in Section 288.703, Florida Statutes, as subcontractors or sub-vendors when permitted under this Agreement and shall report same to OTTED.



**11.0 ACCOUNTING, REPORTS AND AUDIT REQUIREMENTS:** The County

agrees:

(a) To maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs of any nature incurred by the County in the performance of this Agreement and to retain said books, records, documents and other evidence for a period of three (3) years after termination of this Agreement.

(b) That aforesaid records, books, documents and other evidence shall be subject at all times to inspection, review or audit by state personnel of the Office of Auditor General, Office of Comptroller and other state personnel authorized by OTTED.

(c) To include these aforementioned audit and record keeping requirements in contracts and subcontracts entered into by the County with any party for work required in the performance of this Agreement.

(d) That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, the County will provide OTTED with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed according to the project schedule; a description of any change orders executed by the County; a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the County and payments made pursuant to such orders, shall be maintained by the County in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(e) The County shall submit to OTTED a financial audit, pursuant to Section 288.063(8), Florida Statutes, within three (3) months of the release of County's annual audit.

(f) In the event the County expends a total amount of State awards (i.e., State financial assistance provided to a recipient to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such receipt, the County shall have a State single or project-specific audit for such fiscal year in accordance with Chapter 215.97, Florida Statutes; applicable rules of the Executive Office of The Governor and the Comptroller; and Chapter 10.550, Rules of the Auditor General. In determining the State awards expended in its fiscal year, the County shall consider all sources of State awards, including State funds received from OTTED, except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration. However, if the County expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Chapter 215.97, Florida Statutes, is not required. In connection with the audit requirements, the County shall ensure that the audit complies with all requirements of Section 215.97, Florida Statutes, including submission of a reporting package to OTTED and the Auditor General.

(g) The County shall provide each sub-recipient of State awards information needed by the sub-recipient to comply with the requirements of Section 215.97, Florida Statutes. Pursuant to Section 215.97(6), Florida Statutes, the County shall review and monitor sub-recipient audit reports, and perform other procedures as specified in the agreement with the sub-recipient, which may include on-site visits. The County shall require that sub-recipients, as a condition of receiving State financial assistance, permit the independent auditor of the recipient, the State awarding agency, the comptroller, and the Auditor General access to the sub-recipient's

independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes.

(h) The Catalog of State Financial Assistance number for this agreement is 31.002. The State project compliance supplement is available online at

<http://www.myflorida.com/myflorida/government/learn/fsaa/index.html>.

**12.0 TERMINATION REPORT:** Upon termination of this Agreement, the County will provide the following:

(a) Certification that the Project has been completed in compliance with the terms and conditions of this Agreement, and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify (i) the total funds transferred to the County by OTTED pursuant to this Agreement; (ii) the total income, interest or other revenues obtained from the investment of said funds; (iii) the total direct Project costs paid from funds made available by OTTED pursuant to this Agreement; (iv) the balance of any unexpended Project funds; (v) the actual amount of the EDTF Business' capital investment, and, (vi) the actual number of permanent full-time jobs created by the EDTF Business.

**13.0 FOLLOW-UP REPORT:** Two (2) years after the EDTF Business has completed the construction associated with this Project, the County will provide OTTED with the actual number of new, permanent, full-time jobs created by the EDTF Business.

**14.0 INDEPENDENT CAPACITY:** The County shall act as an independent contractor and not as an employee of OTTED in the performance of this Agreement. To the extent permitted by law, the County covenants and agrees that it will indemnify and hold harmless OTTED and all of OTTED's officers, agents, and employees from any claim, loss, damage, cost,

charge or expense arising out of any act, action, neglect or omission by the County during the performance of the contract, whether direct or indirect, and whether to any person or property to which OTTED, or said parties may be subject to, except that neither the County nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of OTTED or any of its officers, agents or employees.

**15.0 COMMENCEMENT:** Unless terminated earlier, the construction of the Project shall commence no later than April 16, 2002, and shall be completed on or before October 14, 2002. OTTED shall have the immediate option to terminate this Agreement should the County fail to meet either of the above-required dates.

**16.0 UNEXPENDED FUNDS:** Upon termination or expiration of this Agreement, any funds made available by OTTED pursuant to this Agreement but have not been expended at that time, shall be returned to OTTED. All investment earnings realized pursuant to paragraph 6.2 above shall be returned to OTTED.

**17.0 EXPENDITURES IN VIOLATION OF AGREEMENT:** Any Project funds made available by OTTED pursuant to this Agreement which are determined by OTTED to have been expended by the County in violation of this Agreement, other applicable law or regulation shall be promptly refunded in full to OTTED. Acceptance by OTTED of any documentation or certifications required or permitted to be filed by the County shall not constitute a waiver of OTTED's rights as the funding agency to verify all information at a later date by audit or investigation.

**18.0 TERMINATION OF AGREEMENT:** Either party may terminate this Agreement upon no less than 24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the County fails to perform or honor the requirements and provisions of this Agreement, the County shall return funds in accordance with paragraphs 16.0 and 17.0 of this Agreement, within 30 days of the termination of this Agreement.

**19.0 TRAVEL:** There shall be no reimbursement for travel expenses exceeding the all-inclusive funds allocated in the Grant Agreement.

**20.0 MODIFICATION OF AGREEMENT:** In the event the County desires to modify any of the terms and conditions of this Agreement, the County shall make such request for modification in writing to OTTED at anytime during the term of this Agreement. However, where the request for modification relates to changes in the project commencement and/or project completion dates, such request must be received by OTTED prior to the expiration of the current commencement or project completion date. If the request for modification of the commencement or completion date is made after the expiration of such date, OTTED shall have the option to terminate this Agreement.

**21.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by the OTTED, OTTED will not be liable to pay attorney fees, interest, or cost of collection.

**22.0 WAIVER:** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**23.0 ENTIRE AGREEMENT:** This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this agreement; and this agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

**24.0 SEVERABILITY:** If any term or provision of the agreement is found to be illegal, invalid, or unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**25.0 STRICT COMPLIANCE WITH LAWS:** The County agrees that all acts to be performed by it in connection with this agreement shall be performed in strict conformity with all applicable laws and regulation of the State of Florida.

**26.0 NON-DISCRIMINATION:** The County will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex. The County shall insert a similar provision in all subcontracts for services by this Agreement.

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**27.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this agreement are contingent upon an appropriation by the Legislature. In the event that the state funds on which this agreement are dependent are withdrawn, the agreement is terminated and the State has no further liability to the County beyond that already incurred by the termination date. In the event of a State revenue shortfall, the total grant may be reduced accordingly.

**28.0 PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**29.0 UNAUTHORIZED ALIENS:** OTTED will consider the employment of unauthorized aliens by any contractor a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

**30.0 PUBLIC RECORDS:** OTTED may unilaterally cancel this Agreement for refusal by the County to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County in conjunction with this agreement.

**31.0 SIGNATORIES AUTHORITY:** By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

**32.0 DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

**STATE OF FLORIDA  
EOG/OTTED**

**ST. JOHNS COUNTY**

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

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

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE:** Director

**TITLE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**Attachment:**

**Exhibit A -- Economic Development Transportation Fund Application**

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# **EXHIBIT A**

**STATE OF FLORIDA  
ECONOMIC DEVELOPMENT TRANSPORTATION FUND  
APPLICATION**

**St. Johns County**  
**Unit of Government or Public Authority ("Applicant")**

*on behalf of*

**Enterprise Florida Project #0200007**  
**Business Name**

<b>FOR EFI USE ONLY</b>	
<u>9/27/01</u> Date Received	<u>10/9/01</u> Date Completed
<u>01/0255A</u> Project Number	

**Submit Application To:**  
**Enterprise Florida**  
**Attn: Alberta Simmons**  
**Economic Development Transportation Fund Program**  
The Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, Florida 32303  
Telephone: (850) 922-8737 Fax: (850) 922-9595

**ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION  
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT**

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and the Office of Tourism, Trade, and Economic Development's Economic Development Transportation Fund Guidelines.

**I. APPLICANT**

Government Applicant: \_\_\_\_\_

Government Federal Employee Identification Number: \_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip)

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**II. COMPANY PROVIDING EMPLOYMENT (only one company may be listed)**

Company: ConAgra Foods, Inc.

Primary Contact: Jim Doyle

Title: Vice President

Address: One ConAgra Drive

Omaha Nebraska 68102  
(City) (State) (Zip)

Telephone: 402-595-5232 Fax: 402-595-6195

Principal Business Activity: \_\_\_\_\_

SIC Code Number: \_\_\_\_\_

Type of Facility:  New Location ( )  Expansion of Existing ( )  Retention ( )

Date Construction Will Begin: \_\_\_\_\_

Date Company will be in Operation: \_\_\_\_\_

Estimated Square Feet of Facility: \_\_\_\_\_

**ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION  
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT**

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and the Office of Tourism, Trade, and Economic Development's Economic Development Transportation Fund Guidelines.

**I. APPLICANT**

Government Applicant: St. Johns County

Government Federal Employee Identification Number: 59-6000825

Name of Primary Contact: John Schwab

Title: Special Projects Manager

Address: St. Johns County Administration, 4020 Lewis Speedway

St. Augustine Florida 32084  
(City) (State) (Zip)

Telephone: (904)823-2442 Fax: (904) 823-2507

**II. COMPANY PROVIDING EMPLOYMENT (only one company may be listed)**

Company: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip)

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Principal Business Activity: distribution (shipping of shelf stable retail & food  
Service grocery brands)

SIC Code Number: 7389

Type of Facility:  New Location ( x )  Expansion of Existing ( )  Retention ( )

Date Construction Will Begin: 10/01

Date Company will be in Operation: 8/02

Estimated Square Feet of Facility: 404,250

Full-time Employment Generated/Retained:

New 42 Retained 13

**(IMPORTANT NOTE: Grant request should not exceed \$5,000 per job. Grants exceeding \$5,000 per job may be approved when the project occurs in an economically distressed community and a further waiver of this guideline may be granted pursuant to the EDTF Program Guidelines.)**

New Capital Investment Generated: \$16,888,740

Briefly Describe the Facility (New or Existing) or the Expansion.

The new facility is comprised of 404,250 square feet and is a warehousing and distribution facility. Land and structures total approximately \$14,440,000 and equipment approximately \$2,448,740.

**III. TRANSPORTATION (Attach a rough site plan with facility in relation to the requested transportation improvements.)**

- A. Briefly describe the transportation problem that is an impediment to the company described above and give its importance to the company's decision.

A portion of the current existing roadway is paved and was constructed under County Standards. The extension of this road which will allow for legal access to the proposed company's location will be required to be constructed and under the same County standards as the entrance roadway. If the roadway improvements are not accomplished the company would not be able to locate at this site and would have to locate elsewhere.

- B. Briefly describe the transportation project that will alleviate the transportation problem.

The proposed paving project is to design, construction to include earthwork, paving and drainage for a section of roadway to access the company site location. this project is to be 3020 lineal feet of a 3 lane/42ft wide section paved surface with stabilized shoulders, erosion controls and drainage.

C. Estimated Cost of the Transportation Project:

Construction: \$678,816.00

Right-of-Way: \* \$0

*IMPORTANT NOTE: Right-of-Way cost may be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.*

Design & Engineering: \$25,000.00

**TOTAL COST:** \$703,816.00

D. Transportation Project Funding Sources:

City: \$ none

County: \$ none

Company: \$ none

Other: \$388,816.00 (Property Owner)

Please specify:

Request from the Economic Development Transportation Fund  
(\$2,000,000 maximum): \$315,000.00

**TOTAL COST:** \$703,816.00

*(NOTE: The total costs must equal the sum in items C and D)*

E. Estimated Number of Days To Construct the Transportation Project: 180

IV. PROJECT LOCATION

A. Located in an Enterprise Zone? Yes  No

B. Located in the Target Area of a Community Development Corporation? Yes  No

C. Located in a Front Porch Community? Yes  No

D. Located in a REDI County? Yes  No

E. County population of 75,000 or less? Yes  No

F. City population of 10,000 or less? Yes  No

G. City population over 10,000 but less than 20,000? Yes  No

H. Located on Brownfield Site or in a Brownfield Area? Yes  No

**V. SELECTED ECONOMIC INDICATIONS**

- A. Unemployment Rate of the local unit: 2.4%  
Identify local unit (e.g., county, city, census tract) County  
State Rate 3.6%  
Information Source and Date of Source: Florida Agency for Workforce Innovation  
2000
- B. Per Capita Income of the local unit: 36,014  
Identify local unit (e.g., county, city, census tract) County  
State Per Capita Income 26,845  
Information Source and Date of Source: UF Bureau of Economic & Business  
Research - 1998
- C. Poverty Rate of the local unit: 9.4%  
Identify local unit (e.g., county, city, census tract) County  
State Rate 14.4%  
Information Source and Date of Source: U.S. Census - 2000

**IMPORTANT NOTE:** Only Creditable Government Sources can be accepted e.g., Latest U.S. Census Data, or Florida Statistical Abstract Data, or Florida Department of Labor and Employment Security Data.

**VI. OTHER CONSIDERATIONS**

- A. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes? X Yes      No  
If not, what is the expected time frame for compliance? \_\_\_\_\_
- B. What is the Future Land Use Map designation for the business facility state?  
Industrial
- C. Are the transportation project and business facility consistent with the adopted local government comprehensive plan? X Yes      No  
If not, describe the inconsistency and give the time frame for amending the plan:  
\_\_\_\_\_  
\_\_\_\_\_
- D. Does construction of the business facility trigger concurrency requirements other than for transportation facilities?      Yes X No  
If so, explain: \_\_\_\_\_

E. Does construction of the business facility trigger concurrency requirements for transportation facilities? Yes  No

If yes, what transportation management alternatives have been considered?

F. Does the adopted plan include an Economic Development Element?

Yes  No

G. Is the applicant's transportation project linked to other publicly funded economic development programs? If so, how does it further those efforts?

No

H. Will low to moderate income workers be eligible for employment within this facility?

Yes  No

If not, why not?

I. What role will the transportation project play in the decision of the business to locate, expand, or remain in this state?

Yes

The company has based it's proposed move on the roadway improvements as an Incentive.

J. Is there documented competition for this project? YES  NO (Check all that apply.) **IMPORTANT NOTE: If there is no documented competition, the project is not eligible.**

State(s) Valdosta, Georgia; \_\_\_\_\_; \_\_\_\_\_.

Summarize Incentive(s): Provide land for site location

Country(ies) \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_.

Summarize Incentive(s): \_\_\_\_\_

Florida Community(ies) No; \_\_\_\_\_; \_\_\_\_\_.

Summarize Incentive(s): \_\_\_\_\_





OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT  
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT  
FOR SUBMISSION TO YOUR DOT DISTRICT SECRETARY'S OFFICE

X. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE

Based on information provided with this application:

Estimated cost of construction: \$ 678,876

Estimated cost of right-of-way: \$ N/A

Estimated cost of design and engineering: \$ 25,000

Has design and engineering been completed? \_\_\_\_\_ Yes  No

Was cost overrun considered in total cost?  Yes \_\_\_\_\_ No

If yes, how much? 15%

Is design in accordance with DOT specifications? N/A

How many days estimated for completion? 180

DOT Comments: Estimated construction cost seem reasonable  
based on information received.

  
James B. Dees, District Planning Manager (Signature of DOT)

The signature of FDOT only attests to EDTF transportation project cost estimates and does not commit FDOT to automatically approve any permits associated with this project.

## HALE CONSULTING SERVICES

9000 Regency Square Blvd., Suite 202  
Jacksonville, Fl. 32211  
(904) 727-7770

September 24, 2001

Mr. Rick Burke  
Director  
Economic Development Council  
St. Augustine & St. Johns County  
One Riberia Street  
St. Augustine, Fl. 32084

Dear Mr. Burke,

This follows up on our several recent conversations about development of the roadways and utilities at St. Augustine Industrial Park at I-95 and Rt 207. My company, Hale Consulting Services, is working with the owner of the property, St. Augustine Industrial Development Corp., to coordinate the design, engineering and construction of the roadway and utilities (the Work). The engineering and design work for submittal to St. Johns County and for St. Johns Water Management District has been completed and will be filed today for review.

You had asked for a rough schedule for completion of the Work after receipt of permits anticipated to be issued in December 2001. Based on conversations and meetings with contractors and our engineers, it is estimated that the Work will be completed optimistically in five to pessimistically seven months subject to weather and outside conditions over which we have no control. The estimated cost for completing the 3,020 lineal feet extension of Deer Park Blvd., (includes earthwork, paving and drainage, but excludes water and sewer) is \$ 678,816 which includes a contingency amount. The owner has agreed to bear costs of the Work in excess of the estimated amount. Additionally, when the Work is completed, the roadway right of way will be dedicated to St. Johns County, which roadway right of way is valued at \$360,514.

If you have any questions or if I can provide additional information, please feel free to contact me.

Very truly yours,



Curtis B. Hale  
President

**Engineers Estimate of Approximate Costs**

**Proposed Roadway and Utilities Extension, North From Existing Cul-de-sac**

**St. Augustine Industrial Park**

Rev Sept. 24, 2001 for 3020 lf of Road

**A. Earthwork**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1. Regular Excav., incl. Reuse of suit. Mat'l.	20,000	cy	\$3.00	\$60,000.00
2. Grade swales each side	6,100	lf	\$1.25	\$7,625.00
3. Unsuit contig: removi, haul off & replace w/ pond mat	2,000	cy	\$5.00	\$10,000.00
4. Pond Excavation	60,000	cy	\$3.50	\$210,000.00
5. Dewatering	1	ls		\$10,000.00
4. Seeding and Mulching (argentine bahia)	27,000	sy	\$0.25	\$6,750.00
5. Sod (argentine bahia), ponds and pavemt edge	9,000	sy	\$1.50	\$13,500.00
6. Erosion control and silt fence	1	ls		\$5,000.00
subtotal:				\$322,875.00

**B. Paving ( 3-lane / 42 ft. Wide Section )**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1. 12" stabilized subgrade; LBR 40	14,100	sy	\$1.25	\$17,625.00
2. 8" Limrock Base	14,100	sy	\$8.75	\$123,375.00
3. 2" Asphalt Pavement	14,100	sy	\$4.00	\$56,400.00
4. Pavement Marking	4,000	sf	\$0.50	\$2,000.00
5. Regulatory signage	1	ls		\$1,000.00
subtotal:				\$200,400.00

**C. Drainage**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1. Mitered end section (24" avg size)	8	ea	\$750.00	\$6,000.00
2. RCP cross drain, pond interconn, outfall (24" avg size)	1,600	lf	\$30.00	\$48,000.00
3. Mod. Type E Control Structure	2	ea	\$1,500.00	\$3,000.00
4. Ditch Bottom Inlet	10	ea	\$1,000.00	\$10,000.00
subtotal:				\$67,000.00

**D. Water and Sewer**

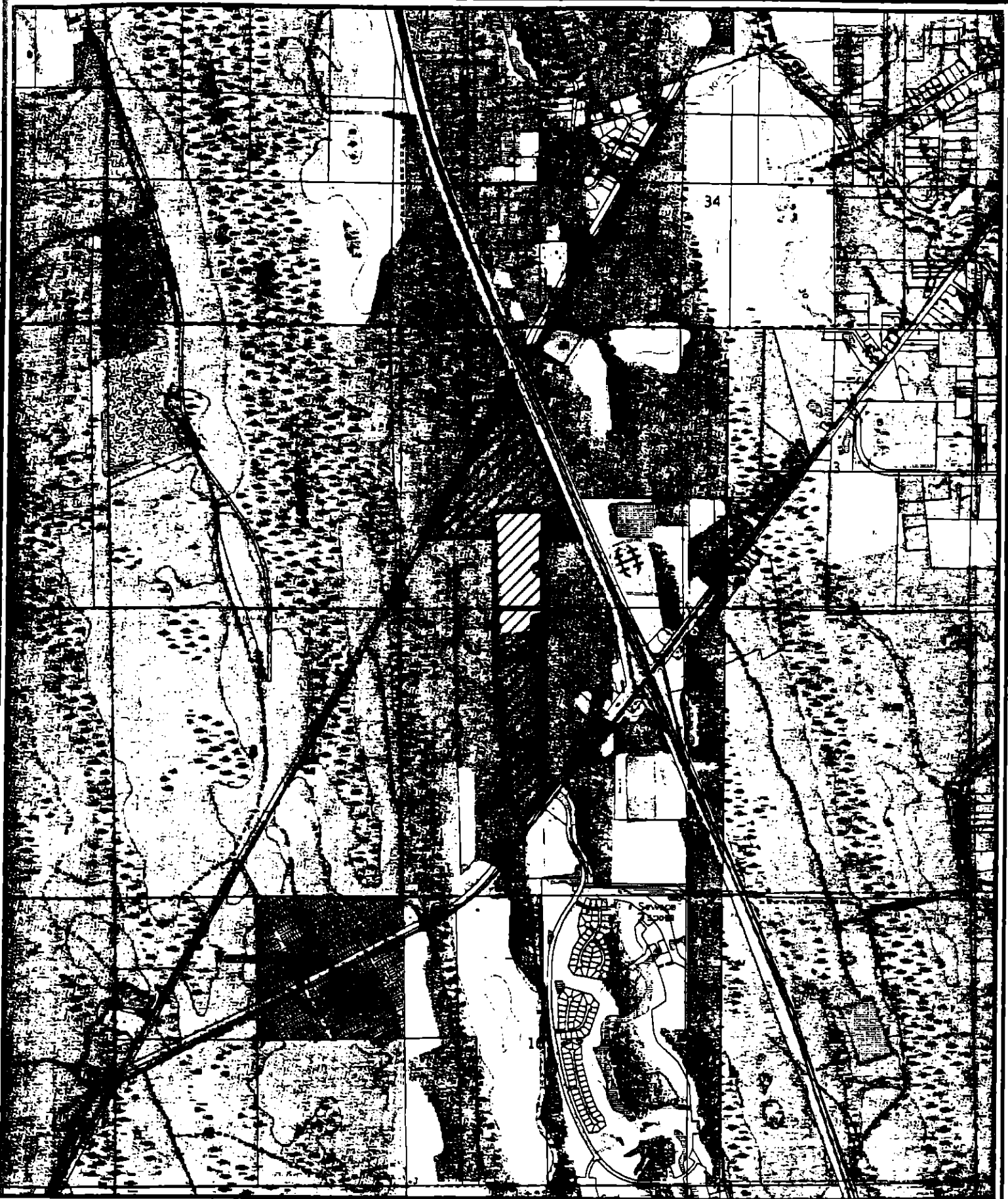
<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1. 12" pvc water main and appurtenances	3,200	lf	\$25.00	\$80,000.00
2. 8" pvc sanitary sewer and appurtenances*	2,400	lf	\$15.00	\$36,000.00
3. Manholes	13	ea	\$1,000.00	\$13,000.00
4. Dewatering	2,400	lf	\$7.00	\$16,800.00
5. 6" pvc force main	500	lf	\$12.00	\$6,000.00
6. Sewage Lift Station (Dedicated)	1	ls		\$100,000.00
subtotal:				\$251,800.00

**Project Subtotal: \$842,075.00**

15% for contingencies: **\$126,311.25**

**Total: \$968,386.25**

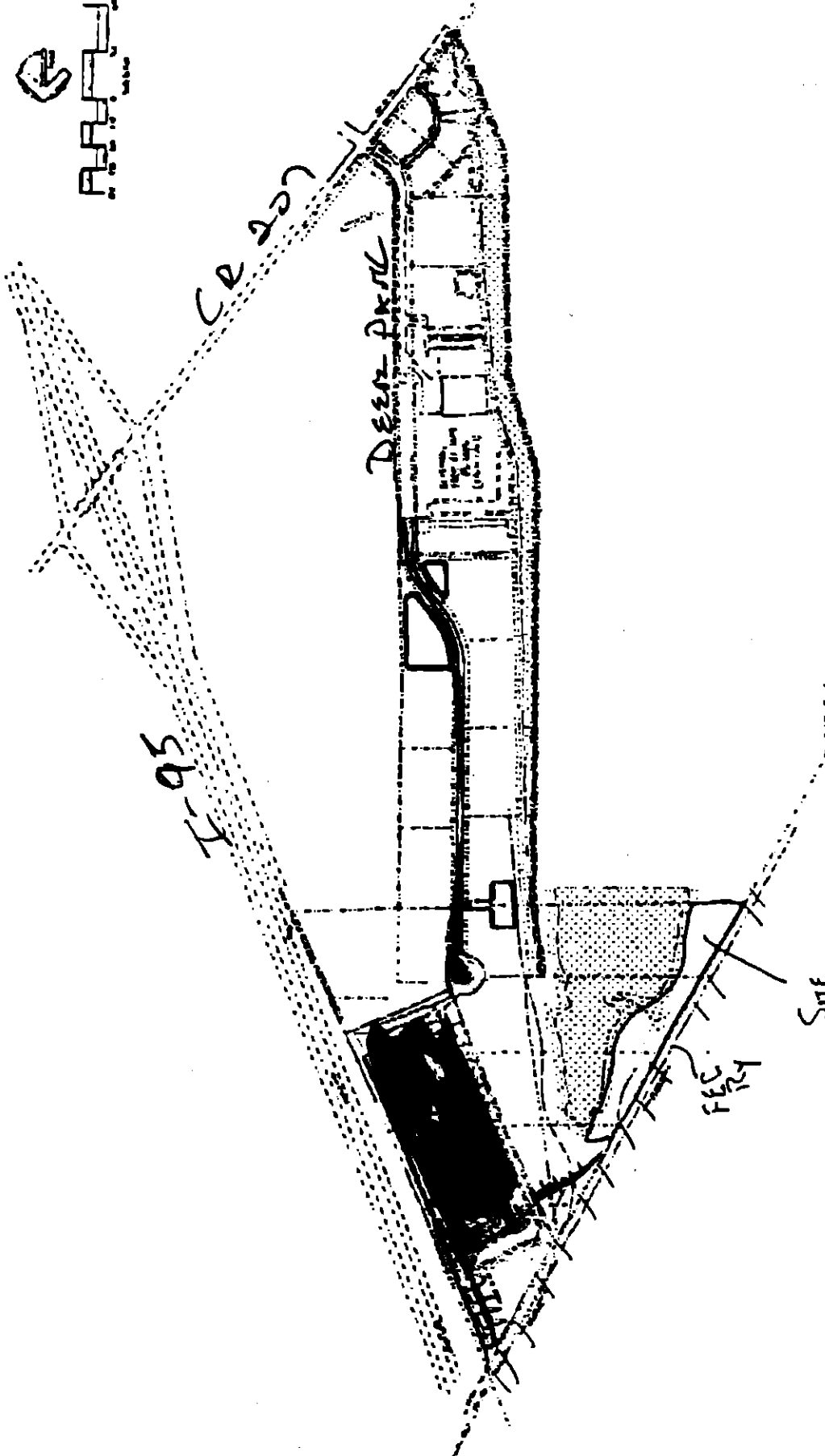
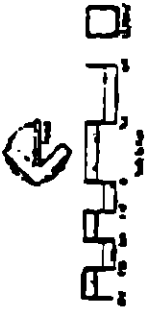
**AT 3020 LINEAL FEET (LF) OF ROAD, COST PER LF = (\$968,500 / 3020 LF) = \$320.00 PER LF**



N  
0 500 1000 Feet  
USGS Quad Map

Economic Development  
Transportation Fund  
Project Map





SITE  
 Depth of Site from  
 FEC varies from 150' to 300'±

DATE	NO. 7	S. Argentine Industrial Park for The General Company	S. Argentine Industrial Park for The General Company	Pool Development Drainage Plan
DRAWN BY	DATE	PROJECT	SHEET NO.	TOTAL SHEETS
CHECKED BY	DATE	PROJECT	SHEET NO.	TOTAL SHEETS
APPROVED BY	DATE	PROJECT	SHEET NO.	TOTAL SHEETS



# Florida Department of Transportation

JEB BUSH  
GOVERNOR

605 Suwannee Street  
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.  
SECRETARY

October 8, 2001

Ms. Wymelle Wilson, Economic Development Incentives Coordinator  
Office of Tourism, Trade, and Economic Development  
Executive Office of the Governor  
The Capitol  
Tallahassee, Florida 32399-2000

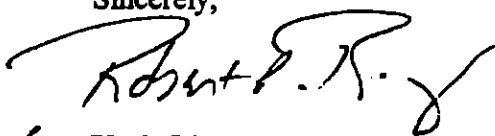
Subject: Economic Development Transportation Fund (EDTF) Project for St Johns  
County/Confidential Company

Dear Ms. Wilson:

The Department of Transportation has reviewed the subject project application for consistency with the Department's policies, plans and standards. Based upon the information provided, the project does not appear to adversely impact the State Highway System, and the Department has no further comments regarding the project at this time.

If you have any questions, please contact Sandra Whitmire at 414-4812. Thank you.

Sincerely,

  
for Ysela Llort  
State Transportation Planner

YL:sw

cc: 

James Dees  
Ward Swisher



**ConAgra Foods**

ConAgra Foods, Inc.  
Corporate Real Estate & Facilities  
One ConAgra Drive  
Omaha, NE 68102-5001  
TEL: 402-595-5233

James G. Doyle  
Vice President  
Corporate Real Estate & Facilities

**September 25, 2001**

**Ms. Alberta Simmons  
Enterprise Florida  
Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, FL 32303**

Dear Ms. Simmons:

Enclosed please find the project narrative summary that supports ConAgra Foods' request for economic assistance for the additional infrastructure costs at the St. Augustine, Florida site. Please see the cover letter from Mr. Jim Doyle, Vice President of Corporate Real Estate and Facilities for additional ConAgra Foods corporate and project specific information.

The executive management team of ConAgra Foods supports this request and looks forward to a positive response from the state of Florida. Thank you for your consideration of this request.

Sincerely,

**James P. O'Donnell  
Executive Vice President,  
Chief Financial Officer and  
Corporate Secretary**

JPO/smc

Enclosures



**PROJECT NARRATIVE**  
**APPLICATION BY ST. JOHNS COUNTY**  
**ECONOMIC DEVELOPMENT TRANSPORTATION FUND**

**A. BACKGROUND**

ConAgra Foods, Inc., currently located in Jacksonville, Florida is looking for a new location to accommodate their growing business. They have narrowed their selection to two locations: Valdosta, Georgia and St. Augustine, Florida. They would like to stay in northeast Florida, if possible, and have located an acceptable site in St. John's County in St. Augustine at the northwest corner of I-95 and S.R. 207. Before committing to the purchase of the site and the construction of the new facility, they need assurances that there will be good access to this new distribution facility. Currently there is no public road access to the project site.

A total of 55 jobs are expected to be employed at this facility that is an increase of 42 new jobs over that currently in existence at the Jacksonville facility. Wages range from \$20,800 to \$80,000 on an annual basis excluding fringes and benefits.

**B. CONAGRA FOODS, INC.**

ConAgra Foods, Inc. is an international company, headquartered in Omaha, Nebraska. Employing over 80,000 it operates in more than 35 companies worldwide. It is North America's No. 1 foodservice manufacturer and its second largest retail food supplier. Its annual revenues are at \$27 Billion and growing. They are best known for their familiar household brands such as Healthy Choice, Butterball, Banquet, Hunt's, Orville Redenbacher's, Armour, Reddi-Whip and Slim Jim.

**C. CONAGRA FOODS COMPANY PLANS**

Currently there is a ConAgra distribution center in Jacksonville. Due to growth, the capacity of this facility is at its peak. This existing leased facility is 172,800 sf. This new strategic, distribution center will be approximately 400,000 sf and is planned to provide optimum operational conditions as well as land for potential future expansion of the new facility. The total estimated cost of the new facility and equipment is \$16,888,740.

For reference, the company's Standard Industrial Classification is #7389.

#### **D. ALTERNATE SITES**

The site selection was narrowed down to St. Johns County after a thorough search of sites in northeast Florida and southern Georgia. While ConAgra would prefer to locate at the St. Johns County location, the South Georgia site offers free land that equates to a savings at the Georgia site of \$1,900,000 to the project.

#### **E. LOCATION**

The proposed site is located at the northwest corner of I-95 and S.R. 207 and is in an area planned for mixed-use development including office, industrial and commercial uses. Attached is a site map and a business park development concept plan.

#### **F. TRANSPORTATION PROBLEMS**

As you will see on the enclosed business park plan, there is no road access to the project site (a combination of parcels 20 - 25). Offsite infrastructure funds are needed to extend Deer Park Boulevard to the ConAgra project site. Subsequent to completion this road/extension will be dedicated as a public road. Preliminary estimates show that this road extension will cost between \$600,000 to \$1,000,000. This additional infrastructure cost is prohibitive to the project, even more so combined with the free land savings in southern Georgia.

#### **G. SUMMARY**

Funding this application will have a very positive impact in the site area by facilitating future economic development. We know that St. John's County encourages this type of development and that ConAgra Foods is a recognized business leader worldwide. The estimated cost of the road project is \$600,000 to \$1,000,000. The Transportation Fund is requested to pay for the entire road extension. The overall team efforts to facilitate the development of this site will allow for new capital investment in the State and the opportunity for new job creation. The approval of this application will keep ConAgra Foods and this new project in the state of Florida instead of the alternative of moving to southern Georgia.

September 14, 2001

*St. Johns County Board of County Commissioners*

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P.O. BOX 349  
SAINT AUGUSTINE, FLORIDA  
32085-0349

PHONE: (904) 823-2400  
FAX: (904) 823-2362  
SUNCOM: 865-2400

September 24, 2001

Ms. Alberta Simmons  
Enterprise Florida  
Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, Florida 32303

RE: St. Johns County Application for an Economic Development Transportation Grant on behalf of a Company to be disclosed at a later date.

Dear Ms. Simmons:

The application for Economic Development Transportation Fund dollars is being requested by St. Johns County in order to induce a confidential company to locate to St. Johns County as opposed to Valdosta Georgia. Their desire to remain anonymous has been honored by the St. Johns County Commission through the submittal of the application without disclosing the company's name.

The company in consideration is an international firm with annual revenues of \$27 billion and growing. They have an immediate need to expand a bulk distribution facility in Northeast Florida. They have chosen a site in St. Johns County located at the St. Augustine Industrial Park, which is in the Northeast quadrant of I-95 and State Road 207. At this time there is no public road access to the project and no capital improvement project dollars proposed for developing a transportation corridor in this area by the County or the Florida Department of Transportation.

If the transportation improvements are made, the company will invest an estimated \$16,888,740.00 in capital improvements, equipment and land cost to facilitate the construction of a 404,250 square foot building, which will function as a distribution facility. The projected employment for the company at this new location would be 55 employees. The average annual wages for these employees meet the current county average wage rate of \$25,253.

For this reason St. Johns County needs Enterprise Florida and the state to partner with it by providing \$315,000 to construct a two-lane access road from Deerpark Boulevard to the company's site. The Economic Development Transportation Funds will be used to design, permit and construct a paved 3020 feet of roadway at a cost of \$703,816.00 to serve as access to this new business as well as to allow for a needed railway spur which will be offered by the Florida East Coast Railroad. Construction costs, which exceed the dollar value of the State Economic Development Transportation Funds, will be incurred by the industrial park landowner. This roadway construction project will not only access this development but allow for future businesses to locate there as well.

We realize the amount requested exceeds the \$5,000 cost per job criteria and ask that the criteria be waived for the following reasons:

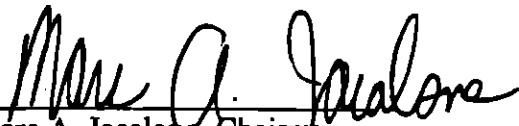
- A) Company Capital Outlay Investment of \$17,000,000.00 and the potential for additional future expansion.
- B) This project is located within a rural section, which has historically the lowest per capita income in the County. The per capita income in this area of St. Johns County is 33.3% below the per capita average of the County.

This Economic Development Transportation Fund Application has been prepared and submitted by St. Johns County with the assistance of the St. Augustine/ St. Johns County Chamber of Commerce. In the submission of this Transportation Fund Application it is the County's desire to receive state support for this project.

In summary, this proposed project would be extremely beneficial to the County, Region and State for both the large capital investment and the job opportunities it will provide to the people in the surrounding community. With the \$315,000 Transportation Road Fund Grant from the State we stand to gain a high quality company in Florida versus having them locate in Georgia.

St. Johns County looks forward to your favorable consideration of this proposal. Please contact the Intergovernmental Relations Coordinator, Mr. Ted Zebrowsky at (904) 823-2600 for further information.

Sincerely,



Marc A. Jacalone, Chairman  
Board of County Commissioners



# ECONOMIC DEVELOPMENT COUNCIL

ST. AUGUSTINE & ST. JOHNS COUNTY CHAMBER OF COMMERCE

September 24, 2001

Ms. Alberta Simmons  
Enterprise Florida  
Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, Florida 32303

RE: St. Johns County Application for an Economic Development Transportation Grant on behalf of a ConAgra Foods, Inc.

Dear Ms. Simmons:

As the Director of Economic Development for the St. Augustine & St. Johns County Chamber, I am acting as a mediator between St. Johns County, the State, ConAgra Foods and the industrial park landowner. ConAgra has requested that their name remain confidential for as long as possible therefore I am assisting with the County's grant application in order to maintain their confidentiality. It is my intent that this letter summarizes the details of this project and request your assistance in securing this high quality company to remain in Florida versus relocating and expanding in Georgia by approving the County's Road Fund application.

ConAgra is an international company that distributes shelf stable retail and food service grocery brands throughout the nation, including such products Healthy Choice, Butterball, Banquet, Reddi-Whip and Armour. The company has an existing facility located in Jacksonville that serves the Southeastern region that is 172,800sf. employing 13 people. The company's expansion plans calls for the development of a strategic distribution center to provide optimum operational conditions, as well as, to amass enough land for future expansion. The current Jacksonville site is located at Imeson International Industrial Park. However, the company cannot expand at the current site and they were unable to find an adequate site that met their required needs including but not limited to rail access, and land costs in Jacksonville.

St. Johns County Economic Development Council in cooperation with our regional partners in Cornerstone, has worked on this project to identify a suitable Northeast Florida site that will meet the company's need for adequate land and rail. This is the only Florida location being considered. They have identified an acceptable site in St. Johns County located in the St. Augustine industrial park. The park is located at the northwest corner of I-95 and State Road 207. Although the site meets the company's land and rail needs, there is no public road access to the company's site from State Road 207. The company will not incur the cost to construct the access road, as to do so would make the Florida site economically infeasible in comparison with the Georgia site. The developer cannot incur the cost to construct the access and at the same time offer the land at a reduced cost to the company in order to compete with the Georgia site. The county does not have the transportation project in its transportation plans and no capital improvement project dollars are available to construct the access road.

For this reason St. Johns County needs Enterprise Florida and the state to partner with it by providing \$315,000 to construct a two-lane access road from Deerpark Boulevard to the company's site. The Economic Development Transportation Funds will be used to design, permit and construct a paved 3020 feet of roadway at a cost of \$703,816.00 to serve as access to this new business as well as to allow for a needed railway spur which will be offered by the Florida East Coast Railroad. The industrial park landowner will incur construction costs, which exceed the dollar value of the State Economic Development Transportation Funds. This roadway construction project will not only access this development but allow for future businesses to locate there as well.

The requested amount exceeds the \$5,000 cost per job criteria and the County is asking that the criteria be waived for the following reasons:

- A) Company Capital Outlay Investment of \$17,000,000.00 and the potential for additional future expansion.
- B) This project is located within a rural section, which has historically the lowest household income in the County. The median household income in this area of St. Johns County is 33% below the median household income of the County.

If the transportation improvements are made, the company will invest an estimated \$16,888,740.00 in capital improvements, equipment and land cost to facilitate the construction of a 404,250sf. building, which will function as a distribution facility. The projected employment for the company at this new location would be 42 new employees and 13 retained. The average annual wages for these employees meet the current county average wage rate of \$25,253.


In summary, this proposed project would be extremely beneficial to the County, State and Region for both the large capital investment and the job opportunities it will provide to the people in the surrounding community. With the \$315,000 Transportation Road Fund Grant from the State we stand to retain a high quality company in Florida versus having them relocate/expand to Georgia.

Thank you in advance for your consideration. Please contact me with any questions or for additional information at 904-829-6478.

Sincerely,



Rick Burke  
Director



September 18, 2001

Ms. Alberta Simmons  
Enterprise Florida, Inc.  
325 John Knox Road, Suite 201  
The Atrium Building  
Tallahassee, FL 32303

Dear Alberta:

We are aware that ConAgra Foods, Inc., through its developer The Opus Group, has searched Northeast Florida as well as Georgia for site options for its 70-job, \$36,000,000 food products distribution center. (The company has written you to request confidentiality as authorized in Section 288.075, Florida Statutes.)

The final two sites are Valdosta, Georgia and St. Johns County, Florida along Interstate 95. The subject company has an existing subsidiary facility in Jacksonville, which we hope will be maintained following the completion of the new St. Johns County facility, although this is an unresolved and, in fact, uncertain issue. We wish to keep these jobs in Northeast Florida and keep this project from going to Georgia. For that reason, we support the use of the Economic Development Transportation Fund to make the project work for the company in St. Johns County, Florida, even if it means the ultimate consolidation of the facility from Duval County.

We, by no means, desire to lose jobs from Duval County to St. Johns County or from any county on the First Coast to another. If this should ultimately occur, we do know, having worked closely with the company, St. Johns County economic development officials, and real estate brokers and developers, that there are no other rail-served sites that work or are under further consideration in Northeast Florida except the selected site in St. Johns County.

Under these circumstances, we support the granting of the Transportation Fund to assist this company's expansion in our partner county of St. Johns.

Sincerely,



Jerry Mallot  
Executive Director

JM/cab

cc Rick Burke



CORNERSTONE - Economic Development Initiative

Jacksonville Chamber of Commerce · 3 Independent Drive · Jacksonville, Florida 32202 USA · (904) 366-6652 · Fax (904) 353-6343



**ConAgra Foods**

ConAgra Foods, Inc.  
Corporate Real Estate & Facilities  
One ConAgra Drive  
Omaha, NE 68102-5001

TEL: 402-595-5232

**September 14, 2001**

**James G. Doyle**  
*Vice President*  
*Corporate Real Estate & Facilities*

**Ms. Alberta Simmons**  
**Enterprise Florida**  
**Atrium Building, Suite 201**  
**325 John Knox Road**  
**Tallahassee, FL 32303**

**Re: St. Johns County Application, Economic Development Transportation Fund**

**Dear Ms. Simmons:**

ConAgra Foods, Inc. is North America's No. 1 foodservice manufacturer and its second largest retail food supplier. ConAgra Foods, Inc. has 80,000+ employees around the world and now operates in more than 35 countries worldwide. Beyond its focus on its core business of food manufacturing and distribution, ConAgra is deeply committed to the cause of feeding hungry children and of being good stewards of the planet – its earth, water and air quality. We believe ConAgra Foods' continued growth in northeast Florida would be a very positive benefit to the state and local communities.

Currently in northeast Florida, ConAgra Foods occupies and leases a 172,800 square foot facility. Significant business growth now causes that a new dry goods distribution facility be strategically placed in the southeastern United States at an expanded size of 400,000 square feet. Specifically, ConAgra Foods has focused on site locations in northeast Florida and southern Georgia, now narrowing in on a site in St. Augustine, St. Johns County as the preferred site. While the site and associated costs are cheaper in southern Georgia, for a variety of reasons, including logistics strategy, the St. Johns County site is preferred. The site however poses additional costs, some of which are due to off site infrastructure costs that are necessary to allow for good site access.

For this reason we have requested that the State of Florida and St. Johns County consider this request for economic assistance to offset the additional costs of development at this St. Augustine site due to the infrastructure needs. This will bring overall total project costs into a comparable light with southern Georgia and will allow ConAgra Foods to proceed with its preferred site and remain as a positive business contributor to the State of Florida. Thank you very much for your consideration.

Sincerely,

**James G. Doyle**  
**Vice President, Corporate Real Estate & Facilities**

JGD/smc





**ConAgra Foods**

ConAgra Foods, Inc.  
Corporate Real Estate & Facilities  
One ConAgra Drive  
Omaha, NE 68102-5001

TEL: 402-595-5232

James G. Doyle  
Vice President  
Corporate Real Estate & Facilities

September 14, 2001

Steve Mayberry  
Senior Vice President,  
Business Retention & Recruitment  
Enterprise Florida Inc.  
The Atrium Building, Suite 201  
325 Knox Road  
Tallahassee, FL 32303

Dear Mr. Mayberry:

We request that any and all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intention to evaluate or locate in Florida be kept confidential as authorized in section 288.075, Florida Statutes.

Sincerely,

James G. Doyle  
Vice President, Corporate Real Estate & Facilities

JGD/smc