

RESOLUTION NO. 2009- 516

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AMENDED ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ROB A. MATTHEWS III, P.E., AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AMENDED AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

RECITALS:

WHEREAS, St. Johns County, Florida (County), and Rob A. Matthews III, P.E. (Matthews) entered into an Economic Development Grant Agreement on April 13, 2007; and

WHEREAS, Matthews, by electronic mail dated September 15, 2009, submitted a claim for scheduled Grant Payment, which claim included a copy of all receipts, and relevant documentation related to the achievement of the conditions specified in the Grant Agreement; and

WHEREAS, confirmation of documentation revealed the assessed value of the facility as constructed, along with the fees paid, to be well below what was estimated in the Grant Application and the corresponding Grant Calculations; and

WHEREAS, Section 4 of the Economic Development Grant Agreement requires an amendment, in order to reflect the extended duration of the Agreement; and

WHEREAS, Section 12 of the Economic Development Grant Agreement requires an amendment, in order to reflect the revised timeframe for submitting a claim during the first eligible County Fiscal Year; and

WHEREAS, Section 13 of the Economic Development Grant Agreement requires compliance with the provisions of the Agreement, including the amounts paid in fees and/or taxes; and

WHEREAS, Sections 19 and 20 of the Economic Development Grant Agreement require amendment to redefine the amount of grant payments and eligible County Fiscal Years; and

WHEREAS, Section 21 of the Economic Development Grant Agreement requires amendment, in order to account for address changes by both the County and Matthews, since the execution of the original Agreement; and

WHEREAS, Section 23 of the Economic Development Grant Agreement provides for any change, amendment, modification, revision, or extension of the Grant Agreement to be in writing.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

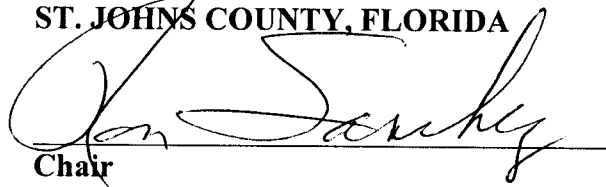
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the Amended Economic Development Grant Agreement between St. Johns County, Florida and Matthews, and authorizes the County Administrator, **or designee**, to execute the Amended Agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

DULY ADOPTED BY THE GOVERNING BOARD OF ST. JOHNS COUNTY, FLORIDA this 3rd day of November, 2009.

ATTEST:
CHERYL STRICKLAND, CLERK

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


Chair

By: Rein Halteman
Deputy Clerk

RENDITION DATE 11/5/09

**FIRST AMENDED ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY,
FLORIDA, AND ROB A. MATTHEWS III, P.E.**

THIS FIRST AMENDMENT (“First Amendment”) to the **April 13, 2007, Economic Development Grant Agreement (“Agreement”)** between St. Johns County, Florida, and Rob A. Matthews III, P.E., is made and entered into on this ____ day of _____, 2009, by **St. Johns County (“County”)**, 500 San Sebastian View , St. Augustine, Florida 32084, and **Rob A. Matthews III, P.E. (“Matthews”)**, a Florida Limited Liability Company, located at 7 Waldo Street, St. Augustine, Florida 32084.

RECITALS:

WHEREAS, the **County** and **Matthews** entered into the original **Agreement** (attached and incorporated herein) on **April 13, 2007**; and

WHEREAS, **Matthews** completed the Project in a timely fashion; and

WHEREAS, the actual amounts paid by **Matthews** in Impact Fees, Water Connection Fees, Sewer Connection Fees, and the County portion of Ad Valorem Taxes differ from the amounts noted in the original **Agreement**; and

WHEREAS, Section 23 of the **Agreement** requires the **County**, and **Matthews** to enter into a **Amendment**, in order to revise, replace, and/or amend any of the terms, conditions, provisions, or requirements of the **Agreement**; and

WHEREAS, it is in collective interests of both the **County**, and **Mathews** to have this **First Amendment** executed by the **County**.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereby agree as follows:

Section 1. The above Recitals are hereby incorporated into the body of this Amendment, and are adopted as Findings of Fact.

Section 2. Section 4 of the **Agreement** is amended, so that the existing language of Section 4 is replaced with the following:

Section 4. Duration of Agreement.

The duration of this **Agreement** runs from **April 13, 2007**, through and including **September 30, 2015**.

Section 3. Section 10 of the **Agreement** is amended, so that the existing language of Section 10 is replaced with the following:

Section 10. Amount Paid by Matthews in Fees and/or Taxes Prior to Matthews Submitting a Claim for Payment.

Prior to the submission of any claim for Grant Payment by **Matthews**, or issuance of any Grant Payment by the **County**, **Matthews** will have paid to the **County**, an amount totaling **\$4,637.60 (four thousand, six hundred thirty-seven dollars, sixty cents)**, in **County Impact Fees**. It is expressly understood that such **County Impact Fees** will have been paid prior to **Matthews** applying for, and/or receiving a **County** Grant Payment for any eligible **County Fiscal Year**.

Prior to the submission of any claim for Grant Payment by **Matthews**, or issuance of any Grant Payment by the **County**, **Matthews** will have paid to the **County**, an amount totaling **\$1,346.30 (one thousand, three hundred forty-six dollars, thirty cents)**, in **County Water Unit Connection Fees**. It is expressly understood that such **County Water Unit Connection Fees** will have been paid prior to **Matthews** applying for, and/or receiving a **County** Grant Payment for any eligible **County Fiscal Year**.

Prior to the submission of any claim for Grant Payment by **Matthews**, or issuance of any Grant Payment by the **County**, **Matthews** will have paid to the **County**, an amount totaling **\$804.00 (eight hundred four dollars)**, in **County Ad Valorem Taxes**. The amount referenced totals the averaged general **County** portion of **County Ad Valorem Taxes** paid by **Matthews** in the applicable **County Fiscal Year(s)**. Moreover, it is expressly understood that the above-referenced amount of **County Ad Valorem Taxes** (to the extent not adjusted by increasing/decreasing property values/assessments) will have been paid by **Matthews** prior to **Matthews** applying for, and/or receiving, a **County** Grant Payment in any eligible **County Fiscal Year**.

Section 4. Section 12 of the **Agreement** is amended, so that the existing language of Section 12 is replaced with the following:

Section 12. Date After Which Matthews May File a Claim for Grant Payment; Consequences of Not Timely Filing for a Grant Payment.

In light of the construction schedule and scope of the **Project**, **Matthews** may file its first claim for a Grant Payment anytime from **November 4, 2009**, through

September 30, 2010. Thereafter, the first Grant Payment will be available to **Matthews**, and will be distributed/issued subsequent to receipt of a complete claim for Grant Payment.

For each subsequent **County Fiscal Year** that **Matthews** is eligible for a Grant Payment from the **County**, **Matthews** may file a claim for a Grant Payment at any time during that eligible **County Fiscal Year**.

Should **Matthews** not file a claim for a Grant Payment during an eligible **County Fiscal Year**, then **Matthews** shall have waived its right to such a Grant Payment for that particular eligible **County Fiscal Year**. Consequently, unless the **Board** specifically grants Special Relief, **Matthews** will not be entitled to a Grant Payment for that particular **County Fiscal Year**. A waiver by **Mathews** for a particular **County Fiscal Year** will not affect **Matthews'** ability to file for a Grant Payment in any other eligible **County Fiscal Year**.

Section 5. Section 13 of the **Agreement** is amended, so that the existing language of Section 13 is replaced with the following:

Section 13. Matthews' Performance Conditions; Consequences of Non-Compliance.

In order to remain eligible for a Grant Payment, **Matthews** must abide by, and comply with, the provisions set forth in this **Agreement**, and any applicable provisions of **County Ordinance 2006-99, as amended**, including any attached and incorporated Exhibits. Moreover, **Matthews** must complete its **Project** no later than **September 30, 2009**.

Should the **Board** determine that **Matthews** is in non-compliance with any of the above-noted performance conditions, then the **County Administrator**, on behalf of the **County**, shall promptly notify **Matthews** of such non-compliance (and in any event, not later than thirty (30) days after the **Board** makes such a determination of non-compliance). Thereafter, from the date of notification, **Matthews** will have an additional thirty (30) days in which to submit written information that documents **Matthews'** compliance with the above-noted performance conditions, or documents that **Matthews** has taken such corrective action necessary, in order to once again comply with the above-noted performance conditions. Should **Matthews** remain in non-compliance thirty (30) days after notification from the **County Administrator**, then this **Agreement** may be terminated in the manner set forth elsewhere in this **Agreement**.

Section 6. Section 18 of the **Agreement** is amended, so that the existing language of Section 18, is replaced with the following:

Section 18. Total Amount of Economic Development Grant; Recalculation of Total Amount Permitted.

Consistent with, and based on methodology noted in **County Ordinance 2006-99, as amended**, and including any Exhibits, the total amount of the **County Economic Development Grant** available to **Matthews** is **\$4,600.00 (Four thousand, six hundred dollars)**.

Consistent with, and based on, the methodology noted in **County Ordinance 2006-99, as amended**, and including any Exhibits the total amount of the **County Economic Grant** (which is referred throughout this **Agreement** as either Grant Payment or **County Grant Payment**) represents the annual general **County** portion of the ad valorem tax, the annual tangible personal property tax (if applicable).

The actual amount of the **County** Grant Payment, however, may fluctuate in any given year, due to periodic increases/decreases in property assessments.

The **County** Grant Payment will be issued/distributed to **Matthews** in annual installments over a **6-year** timeframe.

Section 7. Section 19 of the **Agreement** is amended, so that the existing language of Section 19 is replaced with the following:

Section 19. Eligible County Fiscal Years Under this Agreement.

For purposes of this **Agreement**, the following represent the eligible **County Fiscal Years**: 1) **2010**; 2) **2011**; 3) **2012**; 4) **2013**; 5) **2014** and 6) **2015**.

Section 8. Section 20 of the **Agreement** is amended, so that the existing language of Section 20 is replaced with the following:

Section 20. Amount of Grant Payment in Each Eligible County Fiscal Year.

If all the conditions set forth in this **Agreement**, and/or **County Ordinance 2006-99, as amended**, are met by **Matthews**, then **Matthews** may receive a **County Grant Payment** in the amount of **\$804.00 (Eight hundred four dollars)** in eligible **County Fiscal Years 2010, 2011, 2012, 2013, and 2014**.

If all the conditions set forth in this **Agreement**, and/or **County Ordinance 2006-99, as amended**, are met by **Matthews**, then **Matthews** may receive a **County Grant Payment**

in the amount of **\$580.00 (Five hundred eighty dollars)** in eligible **County Fiscal Year 2015**.

In any given eligible **County Fiscal Year**, the amount of a **County Grant Payment** paid to **Matthews** may be adjusted to reflect an increase/decrease in property values.

Nevertheless, it is expressly noted that the total amount that **Matthews** may receive in the form of one or more **County Grant Payments** shall not exceed **\$4,600.00 (Four thousand, six hundred dollars)**, which amount represents the maximum incentive available to **Matthews**, unless the **Board** approves an amendment to the maximum incentive available.

Section 9. Section 21 of the **Agreement** is amended, so that the existing language of Section 21 is replaced with the following:

Section 21. Furnishing Notices to County and Matthews.

All Official Notices to the **County** shall be delivered either by hand (receipt of delivery), or by certified mail to:

**County Administrator
500 San Sebastian View
St. Augustine, Florida 32084**

All Official Notices to **Matthews** shall be delivered either by hand (receipt of delivery), or by certified mail to:

**Rob A. Matthews III, P.E.
7 Waldo Street
St. Augustine, Florida 32084**

All correspondence, not classified and defined as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

Section 10. If any word, phrase, sentence, part, subsection, section, or other portion of this **First Amendment**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **First Amendment**, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force, and effect.

Section 11. Excepting the amendments and revisions noted in this **First Amendment**, in all other respects, the **Agreement** remains in full force, and effect. As for such amendments and revisions noted in this **Agreement**, such amendments and revisions have been incorporated into the **Agreement**, and shall have full force, and effect.

Section 12. The effective date for this **First Amendment** is _____, __, 2009.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the _____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

BY: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

WITNESSES AS TO: ROB A. MATTHEWS III, P.E.

_____ BY: _____

OR

CORPORATE SEAL

**ECONOMIC DEVELOPMENT GRANT CALCULATION
ROB A MATTHEWS III, P.E.**

Calculations based on County Ordinance 2006-99 and millage rates effective on October 1, 2005

Category: Speculative Space

POINTS AWARDED

Size of Facility	1	Total square footage - 9,350
Use of Facility	2	Use is for Industrial/Warehouse
Location	<u>1</u>	Underdeveloped area

Total Points 4

Applicants that accumulate 3 to 4.9 points or higher are eligible for Expedited Permitting and an Economic Development Grant equal to 50% of fees (Impact Fees and Water/Sewer Unit Connection Fees) and two year's Ad Valorem Tax (general county portion) on capital improvements only.

Total Value of Capital Improvements	167,456
Multiplied by County Millage rate estimate	<u>0.48000%</u>
Annual Ad Valorem Tax (general county portion) estimate	804

Multiplied by # Eligible Years	<u>2</u>
Two year's Ad Valorem Tax Estimate	1,608

Total Square Footage	9,350
Impact Fee Paid - Actual	4,638
Impact Fee Eligible = 50%	2,319

Water Unit Connection Fee Paid - Actual	1,346
Sewer Unit Connection Fee Paid - Actual	<u>-</u>
Total Unit Connection Fees Eligible = 50%	673

TOTAL INCENTIVE 4,600

Payout will begin when capital improvements are recognized on the tax roll. Annual installments will not exceed the annual general county portion of the ad valorem tax paid each year and are limited to a maximum of 10 years.

Total Incentive:	4,600
Annual Ad Valorem Tax (general county portion):	804

Payout will consist of 5 annual installments of:	804 *
And a final installment of:	580
Total Payout over 6 years:	4,600

* The annual payment is based on the general county portion of the ad valorem taxes paid each year which could fluctuate with increasing property values. The total payout will not exceed the total incentive granted.

Res 06-474

**ECONOMIC DEVELOPMENT
GRANT AGREEMENT**

THIS ECONOMIC GRANT DEVELOPMENT AGREEMENT (“Agreement”) dated this 13th day of April, 2006, between **St. Johns County, Florida** (“County”), a political subdivision of the State of Florida, located at 4020 Lewis Speedway, St. Augustine, Florida, and **Rob A. Matthews III, P.E.** (“Matthews”), located at ~~93 1/2 King Street~~, St. Augustine, Florida 32084.

TWALDO

RECITALS

WHEREAS, Section 125.045, Florida Statutes, declares that a public purpose is served when a County makes economic development grants to private enterprises for the expansion of businesses existing in the County, or the attraction of new businesses to the County; and

WHEREAS, Section 125.045, Florida Statutes, authorizes Counties to spend public funds for economic development activities, including the making of economic development grants; and

WHEREAS, Section 125.045, Florida Statutes, expressly notes that such section of Florida Statutes, “must be liberally construed in order to effectively carry out the purposes of this section” of Florida Statutes; and

WHEREAS, consistent with Section 125.045, Florida Statutes, **St. Johns County, Florida**, through **County Ordinance 2006-99, as amended**, adopted and implemented a St. Johns County Business Incentive Program, for the purpose of providing economic development grants for private enterprises (including developers of speculative space) that meet both the criteria established under **County Ordinance 2006-99, as amended**, and receive the Board of County Commissioners’ recommendation that an Economic Development Grant be awarded; and

WHEREAS, **Matthews**, on **March 28, 2006** submitted to the **County** an Application for an Economic Development Grant under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**; and

WHEREAS, the St. Johns County Public Economic Development Agency (“**Public Agency**”) has reviewed **Matthews’** Submitted Application which is attached hereto, and incorporated herein, as Exhibit A for an Economic Development under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**; and

WHEREAS, the **Public Agency** has issued a Report that evaluates **Matthews'** Submitted Application for an Economic Development Grant under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**.

NOW THEREFORE, the parties hereto, for, and in consideration of, the mutual covenants and conditions hereinafter expressed do hereby agree as follows:

Section 1. Findings.

The above Recitals are incorporated by reference into the body of this **Agreement**, and such Recitals are adopted as Findings of Fact.

Section 2. Details and/or Parameters of Matthews' Project.

The details and/or parameters of **Matthews'** Project are contained in **Matthews'** Application for an Economic Development Grant which was submitted to the **County** on **March 28, 2006**, and which is attached hereto, and incorporated herein.

Section 3. Expedited Processing of Permitting.

To the extent necessary, and for as long as **Matthews** is engaged in constructing its facility, noted in **Exhibit A**, and located within the **County**, the **County Administrator** may, upon a written request from **Matthews**, direct **County** staff to expedite, to the extent both practicable and permissible, the **County's** permitting process to which this Grant Application applies.

Section 4. Duration of Agreement.

The duration of this **Agreement** runs from **December 12, 2006, through and including, September 30, 2014**.

Section 5. Agreement May Not Be Assigned.

In light of the scope and rationale for this **Agreement**, **Matthews** may not assign, transfer, or sell any of the rights noted in this **Agreement**. Any attempt to assign, transfer, or sell any of the rights noted in this **Agreement** by **Matthews**, or an affiliate, subsidiary, or parent company of **Matthews**, is specifically prohibited. Should **Matthews**, or an affiliate, subsidiary, or parent company of **Matthews** assign, transfer, or sell any of the rights noted in this **Agreement**, such action, or attempted action, shall constitute an automatic termination of this **Agreement**, and will not require further notification to **Matthews** by the **County**, as to the automatic termination of this **Agreement**.

Section 6. Severability.

If any word, phrase, sentence, part, provision, subsection, section, article, exhibit, or other portion of this **Agreement**, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, provision, subsection, section, article, exhibit, or other portion of this **Agreement**, or the proscribed application thereof, shall be severable, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 7. Definitions.

- a) *Board* means the Board of County Commissioners of St. Johns County, Florida.
- b) *County* means St. Johns County, a political subdivision of the State of Florida.
- c) *County Administrator* means the County Administrator of St. Johns County, and/or designees of the County Administrator.
- d) *County Fiscal Year* means and shall reference the period of time from October 1 of one calendar year, up to, and including September 30 of the following calendar year.
- e) *County Ordinance 2006-99* means St. Johns County Ordinance 2006-99, as amended, which among other things, adopted, and implemented a County Business Incentive Program, created a Public Economic Development Agency, and authorized expenditure of County Funds for Economic Development Grants.
- f) *Full-time Equivalent Jobs* mean full-time equivalent positions; as such, terms are consistent with terms used by the Florida Department of Labor and Employment Security, and the United States Department of Labor for purposes of unemployment compensation tax administration, and employment estimation, resulting directly for a Project in the County. This number shall not include temporary construction jobs involved in the construction of facilities for the Project, or any jobs, which have previously been included in any application for tax refunds under Section 288.1045, or 288.106, Florida Statutes.
- g) *Grant Agreement* means a written agreement between the **County** and **Matthews** that establishes the details of an Economic Development Grant, and that is a pre-condition to **Matthews** being able to submit a claim for an Economic Development Grant Payment.
- h) *Program* means the St. Johns County Business Incentive Program, which is attached as an Exhibit to St. Johns County Ordinance 2006-99, as amended.
- i) *Project* means the creation of a new business within St. Johns County, or the re-location of a new business from outside the County, and/or the expansion of an existing business within the County, and/or development of speculative space for industrial or office use.

- j) *Public Agency* means the public economic development agency that is created by St. Johns County Ordinance 2006-99, as amended.

Section 8. Total Number of New Full-Time Equivalent Jobs in County.

The Number of New Full-Time Equivalent Jobs was not a factor relied upon by the **County** with respect to entering into this **Agreement**. Consequently, the Total of New Full-Time Equivalent Jobs in the **County** shall not be considered a condition associated with **Matthews** submitting a claim for, or receiving, any **County** Grant Payment.

Section 9. Average Wage of the Full-Time Equivalent Jobs.

The average wage of the New Full-Time Equivalent Jobs was not a factor relied upon by the **County** with respect to entering into this **Agreement**. Consequently, the average wage of the New Full-Time Equivalent Jobs in the **County** shall not be considered a condition associated with **Matthews** submitting a claim for, or receiving, any **County** Grant Payment.

Section 10. Amount Paid by Matthews in Fees and/or Taxes Prior to Matthews Submitting a Claim for Grant Payment.

Prior to the submission of any claim for Grant Payment by **Matthews**, or issuance of any Grant Payment by the **County**, **Matthews** will have paid to the **County**, an amount totaling **\$26,788.00 (twenty-six thousand, seven hundred eighty-eight dollars)**, in **County Impact Fees**. It is expressly understood that such **County Impact Fees** will have been paid prior to **Matthews** applying for, and/or receiving a **County** Grant Payment for any eligible **County Fiscal Year**.

Prior to the submission of any claim for Grant Payment by **Matthews**, or issuance of any Grant Payment by the **County**, **Matthews** will have paid to the **County**, an amount totaling **\$1,297.00 (one thousand, two hundred ninety-seven dollars)**, in **County Water Unit Connection Fees**. It is expressly understood that such **County Water Unit Connection Fees** will have been paid prior to **Matthews** applying for, and/or receiving a **County** Grant Payment for any eligible **County Fiscal Year**.

Prior to the submission of any claim for Grant Payment by **Matthews**, or issuance of any Grant Payment by the **County**, **Matthews** will have paid to the **County**, an amount totaling **\$1,642.00 (one thousand, six hundred forty-two dollars)**, in **County Sewer Unit Connection Fees**. It is expressly understood that such **County Sewer Unit Connection Fees** will have been paid prior to **Matthews** applying for, and/or receiving a **County** Grant Payment for any eligible **County Fiscal Year**.

Prior to the submission of any claim for Grant Payment by **Matthews**, or issuance of any Grant Payment by the **County**, **Matthews** will have paid to the **County**, an amount totaling **\$4,930.00 (four thousand, nine hundred thirty dollars)**, in **County Ad Valorem Taxes**. The amount referenced totals the general **County** portion of **County Ad Valorem Taxes** paid by **Matthews** in one **County Fiscal Year**. Moreover, it is expressly understood that the above-referenced amount of **County Ad Valorem Taxes** (to the extent not adjusted by increasing property values/assessments) will have been paid by **Matthews** prior to **Matthews** applying for, and/or receiving, a **County** Grant Payment in any eligible **County Fiscal Year**.

Section 11. Authority of Board to Review and Verify Financial and Personnel Records of Matthews in Order to Determine Degree of Compliance.

The **Board** (or where delegated, the **Board's** designee) specifically and explicitly reserves the right to review, inspect, and/or examine the financial and personnel records of **Matthews**, that are necessary and/or applicable, in order to determine the degree of **Matthews'** compliance with this **Agreement**, or any applicable term, condition, provision, or requirement contained in **County Ordinance 2006-99, as amended**.

Further, the **Board** (or where delegated, the **Board's** designee) specifically and explicitly reserves the right to review, inspect, and/or examine any, and all, data, correspondence, information, and documents of **Matthews** that are necessary and/or applicable, in order to determine the degree of **Matthews'** compliance with this **Agreement**, or any applicable term, condition, provision, or requirement contained in **County Ordinance 2006-99, as amended**.

Section 12. Date After Which Matthews May File a Claim for Grant Payment; Consequences of Not Timely Filing for a Grant Payment.

Consistent with **County Ordinance 2006-99, as amended**, the first Grant Payment will be available to **Matthews**, and may be distributed/issued to **Matthews**, during the **County Fiscal Year** that the capital investment/capital investments is/are recognized on the **County's** ad valorem tax roll.

For each **County Fiscal Year** that **Matthews** is eligible for a Grant Payment from the **County**, **Matthews** may file a claim for a Grant Payment at any time during that eligible **County Fiscal Year**.

Should **Matthews** not file a claim for a Grant Payment during an eligible **County Fiscal Year**, then **Matthews** shall have waived its right to such a Grant Payment for that particular eligible **County Fiscal Year**. Consequently, unless the Board specifically grants Special Relief, **Matthews** will not be entitled to a Grant Payment for that particular **County Fiscal Year**. A waiver by **Matthews** for a particular **County Fiscal Year** will not affect **Matthews'** ability to file for a Grant Payment in any other eligible **County Fiscal Year**.

Section 13. Matthews' Performance Conditions; Consequences of Non-Compliance.

In order to remain eligible for a Grant Payment, **Matthews** must abide by, and comply with, the provisions set forth in this **Agreement**, and any applicable provisions of **County Ordinance 2006-99, as amended**, including any attached and incorporated Exhibits. Moreover, **Matthews** must complete its Project no later than **July 31, 2007**.

Should the **Board** determine that **Matthews** is in non-compliance with any of the above-noted performance conditions, then the **County Administrator**, on behalf of the **County**, shall promptly notify (and in any event, no later than thirty (30) days after the **Board** makes such a determination of non-compliance) **Matthews** of such non-compliance. Thereafter, from the date of notification, **Matthews** will have an additional thirty (30) days in which to submit written information that documents **Matthews'** compliance with the above-noted performance conditions, or documents that **Matthews** has taken such corrective action necessary, in order to once again comply with the above-noted performance conditions. Should **Matthews** remain in non-compliance thirty (30) days after notification from the **County Administrator**, then this **Agreement** may be terminated in the manner set forth elsewhere in this **Agreement**.

Section 14. Conditions Associated With Grant Payment(s) to Matthews.

No Grant Payment shall be made during any eligible **County Fiscal Year** unless, and until, **Matthews** submits a claim for Grant Payment, and the claim for Grant Payment is approved by the **County Administrator** in the manner set forth in **County Ordinance 2006-99, as amended**.

Matthews may submit a claim for a scheduled Grant Payment only once each **County Fiscal Year**, unless the **County Administrator** determines that a second or third claim is necessary and appropriate.

Matthews shall submit a claim for Grant Payment to the **County Administrator**.

As noted elsewhere in this **Agreement**, the claim for **Grant Payment** submitted by **Matthews** must be filed during the eligible **County Fiscal Year**.

If not already provided, then **Matthews'** first claim for Grant Payment shall contain **Matthews'** authorization to deliver this **Agreement** to the **County Administrator** and to disclose the contents of this **Agreement** to the public.

The claim for Grant Payment submitted by **Matthews** must include a copy of all receipts, or relevant data or documentation related to the achievement of each applicable performance condition specified in this **Agreement**.

The amount requested by **Matthews** as a Grant Payment, may not exceed the amount specified in this **Agreement** for the particular eligible **County Fiscal Year**.

Upon the **County Administrator's** receipt of **Matthews'** claim for Grant Payment the **County Administrator** shall investigate and determine whether **Matthews** has met, and complied with, all applicable terms and conditions in this **Agreement** necessary in order to remain eligible for the Grant Payment, and the **Board** has appropriated the funds necessary to make the Grant Payment. At such time as the **County Administrator** has determined **Matthews'** compliance with this **Agreement**, and the **Board's** appropriation of such funds, the **County Administrator** shall approve **Matthews'** claim for Grant Payment.

Upon the **County Administrator's** approval of **Matthews** claim for Grant Payment, the **County** shall process such claim, and after such processing, the **County** shall issue a check to **Matthews** in the amount of the approved Grant Payment.

Section 15. Acknowledgment by Matthews that Compliance with Terms and Conditions of Agreement is Condition Precedent to Receipt of Grant Payment; Consequences of Matthews Failing to Comply.

By executing this **Agreement**, **Matthews** understands, agrees, and acknowledges that compliance with all applicable terms, conditions, provisions, and requirements of this **Agreement** is a condition precedent to **Matthews** receiving one or more Grant Payments from the **County**.

By executing this **Agreement**, **Matthews** further understands, agrees, and acknowledges that the failure of **Matthews** to comply with all applicable terms, conditions, provisions, and requirements of this **Agreement** shall result in **Matthews** losing/forfeiting its eligibility for a **County** Grant Payment for each **County Fiscal Year** that **Matthews** is not in compliance with this **Agreement**.

Section 16. Required Notice Concerning Grant Payment to Matthews.

Pursuant to **County Ordinance 2006-99, as amended**, the following notice is included in this **Agreement**:

This Grant Agreement is neither a general obligation of St. Johns County, nor is it backed by the full faith and credit of St. Johns County. Payment of each grant payment is conditioned on, and subject to, specific annual appropriations by the Board of County Commissioners of St. Johns County of monies sufficient to pay the grant payment due that year.

Section 17. Effect of Shortfall and/or Unavailability of Funds to Pay Grant Payment.

It is specifically noted that if grant funds are not available in one or more **County Fiscal Years**, **Matthews** is not entitled to receive one or more **County Grant Payments** in a succeeding **County Fiscal Year**, in order to make-up for the shortfall and/or unavailability in grant funds, unless the **Board** specifically, and expressly, authorizes such **County Grant Payments** by **County Resolution**, which will also be noted in an amendment to this **Agreement**.

Section 18. Total Amount of Economic Development Grant; Re-calculation of Total Amount Permitted.

Consistent with, and based on, the methodology noted in **County Ordinance 2006-99, as amended**, and including any Exhibits, the total amount of the **County Economic Development Grant** available to **Matthews** is **\$24,723.00 (twenty-four thousand, seven hundred twenty-three dollars)**.

Consistent with, and based on, the methodology noted in **County Ordinance 2006-99, as amended**, and including any Exhibits, the total amount of the **County Economic Development Grant** (which is referred throughout this **Agreement** as either Grant Payment, or **County Grant Payment**) represents the annual general **County** portion of the ad valorem tax, the annual tangible personal property tax (if applicable).

The actual amount of the **County Grant Payment**, however, may fluctuate in any given year, due to periodic increases in property assessments.

The **County Grant Payment** will be issued/distributed to **Matthews** in annual installments over a **6-year** timeframe.

Section 19. Eligible County Fiscal Years Under this Agreement.

For purposes of this **Agreement**, the following represent the eligible **County Fiscal Years**: 1) 2009; 2) 2010; 3) 2011; 4) 2012; 5) 2013; and 6) 2014.

Section 20. Amount of Grant Payment in Each Eligible County Fiscal Year.

If all the conditions set forth in this **Agreement**, and/or **County Ordinance 2006-99, as amended**, are met by **Matthews**, then **Matthews** may receive a **County Grant Payment** in the amount of **\$4,930.00 (four thousand, nine hundred thirty dollars)** in eligible **County Fiscal Years 2009, 2010, 2011, 2012, and 2013**.

If all the conditions set forth in this Agreement, and/or County Ordinance 2006-99, as amended, are met by Matthews, then Matthews may receive a County Grant Payment in the amount of \$73.00 (seventy-three dollars) in eligible County Fiscal Year 2014.

In any given eligible County Fiscal Year the amount of a County Grant Payment paid to Matthews may be adjusted to reflect an increase in property values.

Nevertheless, it is expressly noted that the total amount that Matthews may receive in the form of one or more County Grant Payments shall not exceed \$24,723.00 (twenty-four thousand, seven hundred twenty-three dollars), which amount represents the maximum incentive, unless the Board approves an amendment to the maximum incentive.

Section 21. Furnishing Notices to County and Matthews.

All Official Notices to the County shall be delivered either by hand (receipt of delivery), or by certified mail to:

County Administrator
4020 Lewis Speedway
St. Augustine, Florida 32084

With a copy to Attorney for the Public Agency:

County Attorney
4020 Lewis Speedway
St. Augustine, Florida 32084

All Official Notices to Matthews shall be delivered either by hand (receipt of delivery), or by certified mail to:

Rob A. Matthews III, P.E.
~~93 1/2 King Street~~ WALDO ST
St. Augustine, Florida 32084

All correspondence, not classified and defined as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

Section 22. Timeframe for Required Approval, Acceptance, and Execution of this Agreement by Matthews; Consequences of Failure to Timely Execute this Agreement by Matthews.

Consistent with **County Ordinance 2006-99, as amended, Matthews** has thirty (30) days from the date that this **Agreement** is approved by the **Board**, in which to execute and deliver two (2) copies of this **Agreement** to the Public Agency.

Consistent with **County Ordinance 2006-99**, in the event that **Matthews** does not execute and deliver two (2) copies of this **Agreement** within the thirty (30) day timeframe noted above, the effect of such failure on the part of **Matthews** shall result in the automatic termination of the **Board's** approval of this **Agreement**. Consequently, upon the occurrence of such circumstances, this **Agreement** shall be deemed rejected by the **Board**, and therefore, void, and having no further effect. Moreover, upon the occurrence of such circumstances, neither the **County**, nor the **Board** is required to give/deliver any notice, official or otherwise, of such rejection on the part of **Matthews**.

Section 23. Amendments to this Agreement.

Both the **County** and **Matthews** acknowledge that this **Agreement** constitutes the complete agreement and understanding of the parties.

Further, both the **County** and **Matthews** acknowledge that any change, amendment, modification, revision, or extension of this **Agreement** (other than termination as noted elsewhere in this **Agreement**) shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and **Matthews**.

Section 24. Termination of Agreement.

A) This **Agreement** is automatically terminated should **Matthews** fail to abide by, or comply with, any term, condition, provision, or requirement stated in this **Agreement**, or in any authorized and executed **Amendment** to this **Agreement**, for which adherence to, or compliance with, is mandated (under **County Ordinance 2006-99, as amended, this Agreement, or Amendment to this Agreement**).

B) This **Agreement** may be terminated by the **County** should the **Board** determine that **Matthews** is not adhering to, or complying with, any term, condition, provision of requirement of this **Agreement**, or **Amendment** to this **Agreement**, that is necessary for **Matthews** maintaining its eligibility for receiving a Grant Payment for any **County Fiscal Year** that this **Agreement**, or **Amendment** to this **Agreement**, is in effect.

Section 25. Governing Law/Venue.

This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this **Agreement** shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the
13th day of April, ~~2006~~ 2007

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Walter J. King
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

BY: Cheryl Strickland

MATTHEWS

BY: Robert Matthews

WITNESS AS TO:

Roslyn McCaleb

Hildi S. Peterson

OR

CORPORATE SEAL

ST. JOHNS COUNTY ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

Applicants name: Rob A. Matthews III, P.E.

Federal Employer Identification Number 20-2968948

State Sales Tax Registration Number _____

Current Company Headquarters and address ~~93 1/2 King St~~ 7 WALDO ST
St. Augustine, FL 32084

Primary Contact Person Rob A. Matthews III, P.E.

Primary Contact Person Title President

Primary Contact Person Address ~~93 1/2 King Street~~ 7 WALDO ST
St. Augustine, FL 32084

Contact Person Phone: (business) 904.826.1334

Contact Person Cell 904.315.2471

Contact Person Fax 904.826.4547

Contact Person E-mail rob@matthewsdesign.net

The company requires confidentiality in its requests for consideration on economic incentives.

_____ YES X NO

If applicant answers "Yes" with respect to requesting confidentiality in its request for consideration on economic incentives, then the following authorization is required.

The applicant authorizes the disclosure, and covenants to hold the County, and its officials and employees and the Public Agency and its members, attorney, and staff harmless and release them from any liability that they incur, should they or any of them disclose information or records that the applicant has requested be kept confidential in the manner, and to the extent that is set forth in Section 288.075, Florida Statutes, when such disclosure is later requested or authorized by the applicant, when such information and records are no longer exempt from disclosure under the provisions of Section 288.075, Florida Statutes, when such disclosure results from an order, requirement or request, by, or from, a court of competent jurisdiction, or a Florida agency or department, or when such disclosure is required or authorized to be disclosed by this Ordinance, as amended from time to time.

Description of the primary and secondary business activities the company that is locating to St. Johns County, Florida is engaged in:

Plans to build 9,350 sf of spec space

Type of Facility Development	<input checked="" type="checkbox"/> new	<input type="checkbox"/> expansion
Date construction is projected to begin:	<u>September 2006</u>	
Date facility will be complete and operational:	<u>February 2007</u>	
Estimated Square Footage of Facility Under Roof H/C:	<u>9350 sf</u>	
Number of full-time employees to be employed:	<u>N/A</u>	
Total number of full-time employees currently employed by the applicant in the county:	<u>N/A</u>	
4-digit SIC Code for all activities included in the project:	<u>N/A</u>	

An explanation of the type of employment proposed and the average annual pay rate:

Spec space

Total amount of economic development grant requested (to be completed in coordination with the economic development agency in accordance with section 8, paragraph 8 of the Incentive Ordinance):

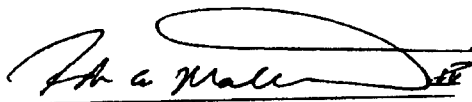
Capital Investment Values:	Real Property	<u>\$200,000</u>
	Facility Value	<u>\$1,000,000</u>
	Infrastructure to be public	<u>N/A</u>
	Infrastructure private	<u>N/A</u>
	Tangible assets	<u>N/A</u>

Description of the proposed project explaining the desire to locate or expand within St. Johns County. A brief statement explaining the role that the County's Economic Development Grant will play in the decision of the applicant to locate or expand its' business in the County:

The project was purchased to build spec space in 2008. However, incentives from the County will facilitate in the construction of the proposed spec space in the Fall of 2006. The intent of the building is to house industrial warehouse uses that are consistent with the intent of the industrial park.

Submit a Site Plan:

Location map identifying the proposed location and property boundaries with an explanation of the possible transportation impacts.


Applicant Signature and Title
ROBERT PRESIDENT

28 MAR 06
Date

MATTERS DESIGN GROUP, INC.
 85 1/2 KING STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.828.1534
 FAX: 904.828.1537
 INFO@MATTERSDSIGN.COM



NO.	DATE	DESCRIPTION
1	1/17/14	ISSUED FOR PERMITS
2	1/17/14	ISSUED FOR PERMITS

SITE PLAN
DAVIS INDUSTRIAL PARK, LOT 5
 ST. JOHNS COUNTY, FLORIDA
 MOB. A. MATTERS, III, P.E.

DATE	1/17/14
SCALE	AS SHOWN
DRAWN BY	MM
CHECKED BY	MM
DATE	1/17/14



EXISTING:
 - Lot 5
 - Building
 - Parking
 - Driveway

PROPOSED:
 - Building
 - Parking
 - Driveway

GENERAL SITE NOTES:
 1. Building shall be constructed in accordance with the approved plans.
 2. All parking spaces shall be constructed in accordance with the approved plans.
 3. All driveways shall be constructed in accordance with the approved plans.
 4. All utility lines shall be located and marked prior to construction.
 5. All construction shall be completed within the specified time frame.
 6. All construction shall be in accordance with all applicable codes and regulations.
 7. All construction shall be in accordance with the approved plans.
 8. All construction shall be in accordance with the approved plans.
 9. All construction shall be in accordance with the approved plans.
 10. All construction shall be in accordance with the approved plans.

SEE DETAILS:
 - Building
 - Parking
 - Driveway

SEE NOTES:
 - Building
 - Parking
 - Driveway

SITE DATA

LOT AREA	159,725
TOTAL LOT AREA	159,725
PERMITTED LOT AREA	159,725
PERMITTED LOT AREA	159,725

CONVERTING DATA

1" = 100'	1" = 100'
1" = 100'	1" = 100'
1" = 100'	1" = 100'
1" = 100'	1" = 100'

ROADWAY

ROADWAY	ROADWAY
ROADWAY	ROADWAY
ROADWAY	ROADWAY
ROADWAY	ROADWAY

