RESOLUTION NO. 2015 - 178

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH ANSBACHER LAW ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, ANSBACHER LAW submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to construct a new 10,800 square-foot office building at 1650 US 1 South in St. Augustine, Florida to expand its law firm; and

WHEREAS, ANSBACHER LAW anticipates creating 10-13 new jobs at an average wage of $60,385, while maintaining the four staff positions initially created for their new St. Augustine office in 2015; and

WHEREAS, the AGENCY prepared a written report and presented the request to the Board of County Commissioners (BOARD) on June 2, 2015; and

WHEREAS, the BOARD approved the incentive request for two (2) years ad valorem taxes on real property improvements and new tangible personal property (general county portion) with an incentive value estimated to be $24,363; and

WHEREAS, the BOARD directed the County Attorney’s office to prepare an Economic Development Grant Agreement for this project; and

WHEREAS, the COUNTY has reviewed the terms, provisions, conditions and requirements of the proposed Economic Development Grant Agreement (attached hereto and incorporated herein), and has determined that accepting the terms of the Economic Development Grant Agreement, and executing said Agreement will serve the interests of the COUNTY.

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

SECTION 1. Incorporation of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Resolution, and such Recitals are hereby adopted as findings of fact.

SECTION 2. Authorization to Execute.
The County Administrator, or designee, is hereby authorized to execute the Economic Development Grant Agreement on behalf of the County for the purposes mentioned above.

SECTION 3. Correction of Errors.

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

SECTION 4. Effective Date.

This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 16th day of June 2015.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: Deputy Clerk

RENDITION DATE 6/17/15
ECONOMIC DEVELOPMENT
GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT is entered into between ST. JOHNS COUNTY, FLORIDA (the County), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and Ansibacher Law, P.A., a company authorized to do business in the state of Florida, whose primary place of business is located at 8818 Goodbys Executive Drive, Suite 100, Jacksonville, Florida 32217, this ___ day of ______________________, 2015.

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 the Florida Statutes, “must be liberally construed in order to effectively carry out the purposes of this section” of the Florida Statutes; and

WHEREAS, consistent with Section 125.045, Florida Statutes, St. Johns County, pursuant to Ordinance 2014-30, adopted and implemented a St. Johns County Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the ordinance; and

WHEREAS, Ansibacher Law, P.A. received a favorable recommendation for award of an Economic Development Grant by the Board of County Commissioners; and

WHEREAS, Ansibacher Law, P.A. anticipates creating 10-13 new jobs at an average wage of $60,385;

WHEREAS, Ansibacher Law, P.A. is constructing a building totaling approximately 10,800 square feet at 1650 US 1 South in St. Augustine, within St. Johns County, Florida to serve as its St. Augustine law office; and

WHEREAS, in accordance with Ordinance 2014-30, Ansibacher Law, P.A. submitted an application to the County for the award of an Economic Development Grant, seeking incentives to reimburse the general county portion of ad valorem taxes on capital improvements and new tangible personal property for two (2) years associated with the project; and
WHEREAS, in accordance with Ordinance 2014-30, the St. Johns County Economic Development Agency (Agency) has reviewed the application and issued a report evaluating the proposed enterprise.

NOW THEREFORE, the County and Ansbacher Law, P.A. (the Parties), in consideration of the terms set forth below, agree as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of this agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

Section 2. Project Details.

The Project shall be restricted to the specific details contained in Ansbacher Law, P.A.'s Application for Economic Development Grant, a copy of which is attached to this agreement as Exhibit A, and a New Job Phasing Schedule through 2018, a copy of which is attached to this agreement as Exhibit B, which is incorporated into this agreement by reference.

Section 3. Duration.

This agreement shall be effective from _________________, 20__, until _________________, 20__, or until the County submits the final payment of the County Economic Development Grant to Ansbacher Law, P.A., whichever occurs first.

Section 4. Definitions.

Unless stated otherwise in this agreement, all terms that are defined in Ordinance 2014-30 shall have the same meaning as is set forth therein.

Section 5. Total Number of New Full-Time Equivalent Jobs.

(a) Ansbacher Law, P.A. represents that it will provide at least 10 new full-time equivalent jobs in St. Johns County as a result of the project, in addition to the 3 full-time jobs (as of June 1, 2015) existing in St. Johns County. The new full-time equivalent jobs are to be created by December 31, 2018, at the latest. Subsequent new full-time equivalent jobs anticipated to be created shall be defined in Exhibit B.

(b) Ansbacher Law, P.A.'s representation of the number of new full-time equivalent jobs that will be created by the project was a factor relied upon by the County with respect to entering into this agreement. Therefore, once Ansbacher Law, P.A. fulfills its
full-time equivalent jobs requirement as set forth in subsection (a) above, it shall be required to maintain at least that many full-time equivalent jobs in the County in order to maintain its eligibility to receive Economic Development Grant funds pursuant to this agreement.

Section 6. Average Wage of Full-Time Equivalent Jobs.

(a) Anscher Law, P.A. represents that it will provide wages at an average of at least $60,385 in the aggregate for the new full-time equivalent jobs in St. Johns County as a result of the project.

(b) Anscher Law, P.A.’s representation of the average wage of the new full-time equivalent jobs was a factor relied upon by the County with respect to entering into this agreement. Therefore, once Anscher Law, P.A. fulfills its full-time equivalent jobs requirement as set forth in Section 5 of this agreement, the average wage of the new full-time equivalent jobs in the County shall be considered a condition associated with Anscher Law, P.A.’s eligibility to receive County Economic Development Grant funds.

Section 7. Payment of Fees and Taxes Prior to Claim Submission.

Prior to any submission of claim by Anscher Law, P.A. to the County for a County Economic DevelopmentGrant payment, Anscher Law, P.A. shall pay to the County a total amount equal to the general County portion of County ad valorem taxes for the project. It is expressly understood by the Parties that Anscher Law, P.A. shall pay the total amount of County ad valorem taxes as shown on Anscher Law, P.A.’s tax bill prior to Anscher Law, P.A. applying for, or receiving, any County Economic Development Grant payment in any eligible County Fiscal Year.

Section 8. Authority of the Board to Review Records.

(a) The agency reserves the right to review the applicable financial and personnel records of Anscher Law, P.A. relating to the capital investment and new full-time equivalent jobs contemplated under this agreement in order to determine the degree of Anscher Law, P.A.’s compliance with this agreement, as well as Anscher Law, P.A.’s compliance with the applicable provisions of Ordinance 2014-30, as may be amended from time to time.

(b) The agency shall maintain such financial and personnel records, data, information, correspondence and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes consistent with the request of Anscher Law, P.A. for such purpose.

Section 9. Timely Filed Claims; Consequences for Failure to File Timely Claims.
(a) Economic Development Grant payments shall be made pursuant to the requirements set forth in the St. Johns County Business Incentives Ordinance, as may be amended from time to time.

(b) For each fiscal year in which Anscher Law, P.A. is eligible for an Economic Development Grant payment, Anscher Law, P.A. shall submit a claim to the County for such payment prior to the end of the fiscal year. Any claim made pursuant to this agreement shall comply with the requirements set forth in Ordinance 2014-30.

(c) If Anscher Law, P.A. fails to timely submit a claim to the County for an Economic Development Grant payment during any eligible fiscal year, then Anscher Law, P.A. shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect Anscher Law, P.A.’s right to seek Economic Development Grant payments in any other fiscal year.

(d) Upon written request by Anscher Law, P.A., the Board may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this agreement. Nothing in this subsection shall create any obligation on the part of the Board to approve an untimely claim for an Economic Development Grant payment.

Section 10. Conditions of Compliance; Consequence for Failure to Comply.

(a) In order to remain eligible for County Economic Development Grant payments, Anscher Law, P.A. must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Ordinance 2014-30.

(b) Anscher Law, P.A. shall complete construction of the project and occupy the building by April 2017.

(c) Should the Board determine that Anscher Law, P.A. has failed to comply with the conditions set forth in Sections 5, 6, or 10(b) of this agreement, the Board shall notify Anscher Law, P.A. of such non-compliance no later than 30 days after the Board makes such a determination. Anscher Law, P.A. shall have 30 days from the date of the Board’s notification, in which to submit to the County a written report that either sufficiently documents Anscher Law, P.A.’s compliance with the conditions set forth in the Board’s notification or sufficiently sets forth all corrective action to be taken by Anscher Law, P.A. in order to come into compliance with the conditions set forth in Sections 5, 6, or 10(b) above.

(d) If Anscher Law, P.A. fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance, or fails to provide a plan to cure approved by the Board within such time, then the County may terminate this agreement without further notice to Anscher Law, P.A., and the parties shall be released from any further obligations under this agreement.
Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

(a) By executing this agreement, Ansbacher Law, P.A. represents that it has obtained all licenses and other authorizations to do business in the state of Florida and in St. Johns County. Ansbacher Law, P.A. acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any County Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in Ansbacher Law, P.A. losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

(b) By executing this agreement, Ansbacher Law, P.A. acknowledges that compliance with all terms of this agreement shall be a condition precedent to Ansbacher Law, P.A. receiving any County Economic Development Grant payment. Failure to comply with the terms of this agreement shall result in Ansbacher Law, P.A. losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

Section 12. Notice Regarding Grant Payments to Ansbacher Law, P.A.

(a) Ansbacher Law, P.A. acknowledges that the County’s payment of grant funds pursuant to this agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County’s budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board to appropriate funds for Economic Development Grants during any given fiscal year.

(b) If Economic Development Grant funds are unavailable in a particular fiscal year, Ansbacher Law, P.A. shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the Board authorizes such payment by resolution. If the Board authorizes additional payments pursuant to this subsection, the County and Ansbacher Law, P.A. shall execute an amendment to this agreement, which shall incorporate the resolution authorizing the additional payments.

Section 13. Total Amount of County Economic Development Grant; Recalculation of Total Amount Permitted.

(a) Ansbacher Law, P.A. shall be eligible to receive grant payments under this agreement in the following fiscal years:

1. 2018
2. 2019
(b) Subject to the provisions of Ordinance 2014-30, the Business Incentive Program, and this agreement, the average grant payment to be paid in each fiscal year is approximately $12,181. An economic development grant calculation sheet is attached to this agreement as Exhibit C and is incorporated into this agreement by reference.

(c) Notwithstanding the provisions of subsection (b) above, Ansbacher Law, P.A.'s eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Ordinance 2014-30, and Business Incentive Program guidelines. Grant payments are tied to Ansbacher Law, P.A.'s ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on Ansbacher Law, P.A.'s property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to Ansbacher Law, P.A. under this agreement is $24,363. However, nothing in this subsection shall entitle Ansbacher Law, P.A. to receive the maximum amount of funds if Ansbacher Law, P.A. would not be otherwise entitled to the funds according to Ansbacher Law, P.A.'s grant calculation.


All official notices to the County shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

St. Johns County Economic Development Director
500 San Sebastian View
St. Augustine, Florida 32084

Any official notice sent to the County shall be copied to the Office of County Attorney:

Office of County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

All official notices to Ansbacher Law, P.A. shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Christine M. Ertl, Attorney/Partner
Ansbacher Law, P.A.
1100-3A South Ponce de Leon Blvd.
St. Augustine, FL 32084
At such time that Ansbacher Law, P.A. relocates to the new building, it will be legally acceptable to submit all official notices to the new address at:

1650 US 1 South
St. Augustine, FL 32084

Section 15. Timeframe for Ansbacher Law, P.A.’s Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.

(a) Upon approval of this agreement by the Board, the County Administrator shall execute two copies of the agreement and forward both copies to Ansbacher Law, P.A. Ansbacher Law, P.A. shall execute both copies and shall return one copy to the County, retaining the second copy for its records, within 30 days of the County Administrator’s execution of the agreement.

(b) If Ansbacher Law, P.A. fails to timely execute and deliver a copy of this agreement to the County within 30 days of the County Administrator’s execution of the agreement, and fails to apply to the agency for an extension of time, the Board’s approval of this agreement shall be automatically terminated and this agreement shall be rendered void.

(c) If Ansbacher Law, P.A. is unable to return an executed copy of this agreement to the County within 30 days of the County Administrator’s execution of the agreement, Ansbacher Law, P.A. may apply to the agency for a single extension not to exceed 30 days.

Section 16. Amendments to this Agreement.

Both the County and Ansbacher Law, P.A. acknowledge that this agreement constitutes the complete agreement and understanding of the parties. Except as otherwise provided in this agreement, any amendment to this agreement shall be in writing and shall be executed by duly authorized representatives of both the County and Ansbacher Law, P.A.

Section 17. Termination.

(a) This agreement may be terminated as provided in Section 10 of this document.

(b) The County may terminate this agreement if Ansbacher Law, P.A. fails to comply with the terms of this agreement or the requirements of Ordinance 2014-30.

(c) Notice of termination of this agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this agreement.

Section 18. Assignment.
Ansbacher Law, P.A. may not assign or otherwise transfer its rights and duties under this agreement. Should Ansbacher Law, P.A. assign or otherwise transfer its rights under this agreement, this agreement shall be automatically terminated. Nothing in this section shall prevent Ansbacher Law, P.A. from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of Ansbacher Law, P.A.


Ansbacher Law, P.A. acknowledges that the County is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This agreement, and all documents associated with this agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the County shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

Section 20. Captions.

The captions and headings in this agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this agreement.

Section 21. Severability.

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable and the remainder of the agreement shall remain in full force and effect.

Section 22. Authority to Execute.

Each party covenants that it has the lawful authority to enter into this agreement and has authorized the execution of this agreement by the signatories below.

[The remainder of this page is intentionally blank.]
EXHIBIT A

APPLICATION

[to be attached]
St. Johns County
Economic Development
Business Incentive Program
Grant Application

Applicant's Name: Ansbacher Law

Federal Employer Identification Number: 593558497

State Sales Tax Registration Number:

Current Company Headquarters: Jacksonville

Address 8818 Goodbys Executive Drive
City Jacksonville State Zip Code 32217

Primary Contact Person: Christene M. Ertl

Primary Contact Person Title: Attorney/ Partner

Business Phone Number 904-429-4833 Fax Number 904-737-4700

Cell Number 386-679-3700 E-mail cme@ansbacher.net

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

If the 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 is engaged in:

Legal services: Real Estate, Condominium/Homeowners Associations, Construction, Business and Personal Injury.

Type of Facility Development:  ■ new  □ expansion  □ speculative

If speculative space, what is the intended use:  n/a

Will the company purchase or lease existing space?  ■ Yes  □ No

Estimated Square Footage of Facility Under Roof H/C:  10,800

Date construction is projected to begin:  August 2015

Date facility will be complete and operational:  March 2016

Is the property zoned to accommodate proposed use?  ■ Yes  □ No

If not, what zoning change is required?  n/a

Number of new full time employees:  10*

Total number of existing full time employees:  25

6-digit NAICS Code for primary activities of the project:  541110

Will the applicant be applying for other local, State, or Federal grants and/or incentives? If so, please define:

No

An explanation of the type of employment proposed and the average annual pay rate (please provide a list of positions and the wage rate for each position):  

Hire additional attorneys and staff to support those attorneys. Also move approximately 6-10 current employees/positions permanently to the St. Augustine office from the Jacksonville office. Office shall house 17 employees
Average Annual attorney pay: $95,000.00  Average annual staff pay: $50,000.00.

*The number of new full time employees to the St. Augustine office will range from 11-7 depending on the number of current employees transferred from the Jacksonville office.

Capital Investment Values:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Property (Land)</td>
<td>585,000.00</td>
</tr>
<tr>
<td>Real Property (Building)</td>
<td>1,900,000.00</td>
</tr>
<tr>
<td>Other taxable improvements</td>
<td>100,000.00</td>
</tr>
<tr>
<td>Tangible assets (Equipment)</td>
<td>260,000.00</td>
</tr>
</tbody>
</table>
Description of the proposed project explaining the desire to expand, locate or build within St. Johns County and economic benefits the project would provide to the community. Please provide 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 construction of a new 10,800 sq ft building will house not only office space for the law office, but also include conference room facilities for legal seminars and for our clients to utilize, bringing legal services, legal education and space for other community events to the St. Johns County residents. The building is a 2-story building (6,400 sq ft) for each floor. The second floor is described above. The first floor of space is available for further expansion of the law office and related services or rental to other business. Economic benefits include new high paying jobs, new construction and investment in the community. The County’s Economic Development Grant will allow the applicant to move forward with construction and offset some new construction costs.

The applicant’s Jacksonville office is too small and the applicant needs both more space and space closer to its St. Johns County clients. Applicant has recently leased space in St. Augustine to accommodate some of the employees planned for the new St. Augustine location, but the leased space is too small for the current needs. Applicant would like to build and establish a permanent location that will allow for further growth of the business. Please see attached for additional details.

Submit a Site Plan:

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

By signing this document, I certify that I am authorized to submit an application on behalf of the company.

[Signature]

Applicant Signature and Title

4/17/2015

Date

Amended 10/31/2014
EXHIBIT B

NEW JOB PHASING SCHEDULE

[to be attached]
EXHIBIT B

ANSBACHER LAW, P.A.

NEW JOB PHASING SCHEDULE THROUGH 2018

4th Quarter 2016 (ending December 31) 6 New Jobs
4th Quarter 2017 (ending December 31) 2-4 New Jobs
4th Quarter 2018 (ending December 31) 2-3 New Jobs
EXHIBIT C

COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION

[to be attached]
ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
Ansbacher Law
Calculations based on County Ordinance 2014-30 and millage rates effective on October 1, 2014

Category: New Industry

POINTS AWARDED
Target Industry: Professional Services Legal 2
Facility Size: 10,800 sq. ft. 0.5
Job Creation: 10-13 new net positions 0.5
Wages: Average wage $60,385 2
Executive Management 1
Total Points 6

The applicant scored 6.0 points under the Speculative Development Category. Therefore, this project is eligible for Expedited Permitting and two (2) year’s Ad Valorem tax (general county portion) on capital improvements and tangible personal property.

Total Value of Capital Improvements 2,000,000
Multiplied by County Millage rate 0.53900%
Annual Ad Valorem Tax (general county portion) 10,780
Multiplied by # Eligible Years 2
Ad Valorem Tax (general county portion) Estimate = 21,560

Total Estimated Value of New Tangible Assets 260,000
Multiplied by County Millage rate 0.53900%
Annual new tangible business personal property tax (general county portion) 1,401
Multiplied by # Eligible Years 2
Total Tangible Business Personal Property Tax (general county portion) 2,803

Impact Fee Estimate (collected by SJC) = n/a

Water and Sewer Estimated Total Connection Fee = n/a
(Impact Fee, Water and Sewer Connection Fee do not apply. Project is within City of St. Augustine.)

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 and tangible personal property tax paid each year.

PAYOUT SCHEDULE:
Total Maximum Possible Incentive: 24,363
Payout will consist of estimated annual installments of: 12,181

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