

RESOLUTION NO. 2019 - 216

**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 PYROTEK E3, LLC 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, PYROTEK E3, LLC** submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to construct a new 15,000 square foot speculative office at 4220 Valley Ridge Boulevard in St. Johns County to lease to prospective tenants; and

**WHEREAS, the AGENCY** prepared a written report and presented the request to the Board of County Commissioners (BOARD) on June 4, 2019; and

**WHEREAS, the BOARD** approved the incentive request for two (2) years ad valorem taxes on new real property improvements (general county portion) and up to 50% of impact fees collected by the County, with an incentive value estimated to be \$48,218; 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 an agreement substantially in the same form as the attached 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 July 2019.

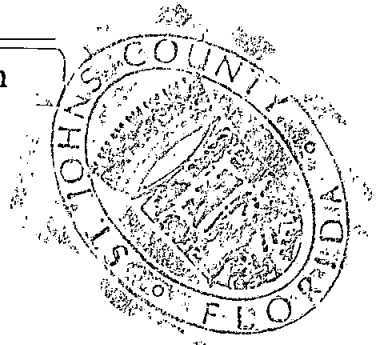
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Jeb S. Smith, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 7/18/19



**ECONOMIC DEVELOPMENT GRANT AGREEMENT  
BETWEEN ST. JOHNS COUNTY, FLORIDA, AND  
PYROTEK E3, LLC**

**THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT** (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 **Pyrotek E3, LLC**, a company authorized to do business in the state of Florida, whose primary place of business is located at **1050 Ponte Vedra Boulevard, Ponte Vedra FL 32082**, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**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 and other incentives allowed by Florida law for private enterprises which meet the criteria established under the ordinance; and

**WHEREAS**, **Pyrotek E3, LLC** received a favorable recommendation for award of an Economic Development Grant by the Board of County Commissioners; and

**WHEREAS**, **Pyrotek E3, LLC** is constructing a speculative office building totaling 15,000 square feet at 4220 Valley Ridge Boulevard, Ponte Vedra FL 32081, within St. Johns County, Florida to provide available space for new and expanding businesses within St. Johns County; and

**WHEREAS**, in accordance with Ordinance 2014-30, **Pyrotek E3, LLC** submitted an application to the County for the award of an Economic Development Grant, seeking incentives to reimburse up to fifty percent (50%) of Impact Fees on shell construction paid on behalf of the project and reimbursement of one hundred percent

(100%) of the general county portion of ad valorem taxes on capital improvements 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 **Pyrotek E3, LLC** (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 **Pyrotek E3, LLC's** Application for Economic Development Grant, a copy of which is attached to this agreement as Exhibit A, which is incorporated into this agreement by reference.

**Section 3. Duration.**

This agreement shall be effective upon execution by both parties and shall terminate when the County submits the final payment of the County Economic Development Grant to **Pyrotek E3, LLC**, or on September 30, 2027, 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. Payment of Fees and Taxes Prior to Claim Submission.**

Prior to any submission of claim by **Pyrotek E3, LLC** to the County for a County Economic Development Grant payment, **Pyrotek E3, LLC** shall pay to the County a total amount equal to the general County portion of County ad valorem taxes and applicable impact fees for the project. It is expressly understood by the Parties that **Pyrotek E3, LLC** shall pay the total amount of County ad valorem taxes as shown on **Pyrotek E3, LLC's** tax bill prior to **Pyrotek E3, LLC** applying for, or receiving, any County Economic Development Grant payment in any eligible County Fiscal Year.

**Section 6. Authority of the Board to Review Records.**

(a) The agency reserves the right to review the applicable financial records of **Pyrotek E3, LLC** relating to the capital investment contemplated under this agreement in order to determine the degree of **Pyrotek E3, LLC's** compliance with this agreement, as well as **Pyrotek E3, LLC'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 records, data, information, correspondence and documents as confidential to the full extent permitted under Chapter 119, Florida **Pyrotek E3, LLC** for such purpose.

**Section 7. 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 **Pyrotek E3, LLC** is eligible for an Economic Development Grant payment, **Pyrotek E3, LLC** 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 **Pyrotek E3, LLC** fails to timely submit a claim to the County for an Economic Development Grant payment during any eligible fiscal year, then **Pyrotek E3, LLC** shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect **Pyrotek E3, LLC's** right to seek Economic Development Grant payments in any other fiscal year during the term of this agreement.

(d) Upon written request by **Pyrotek E3, LLC**, 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 8. Conditions of Compliance; Consequence for Failure to Comply.**

(a) In order to remain eligible for County Economic Development Grant payments, **Pyrotek E3, LLC** 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) **Pyrotek E3, LLC** shall complete construction of the project and obtain a Certificate of Completion by December 31, 2021.

(c) Should the County determine that **Pyrotek E3, LLC** has failed to comply with the conditions set forth in Section 8(b) of this agreement, the County shall notify **Pyrotek E3, LLC** of such non-compliance no later than 30 days after the County makes such a determination. **Pyrotek E3, LLC** shall have 30 days from the date of the County's notification in which to submit to the County a written report that either sufficiently documents **Pyrotek E3, LLC's** compliance with the conditions set forth in the County's notification or sufficiently sets forth all corrective action to be taken by **Pyrotek E3, LLC** in order to come into compliance with the conditions set forth in Section 8(b) above.

(d) If **Pyrotek E3, LLC** 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 County within such time, then the County may terminate this agreement without further notice to **Pyrotek E3, LLC**, and the parties shall be released from any further obligations under this agreement.

**Section 9. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.**

(a) By executing this agreement, **Pyrotek E3, LLC** represents that it has obtained all licenses and other authorizations to do business in the state of Florida and in St. Johns County. **Pyrotek E3, LLC** 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 **Pyrotek E3, LLC** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

(b) By executing this agreement, **Pyrotek E3, LLC** acknowledges that compliance with all terms of this agreement shall be a condition precedent to **Pyrotek E3, LLC** receiving any County Economic Development Grant payment. Failure to comply with the terms of this agreement shall result in **Pyrotek E3, LLC** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

**Section 10. Notice Regarding Grant Payments to Pyrotek E3, LLC.**

(a) **Pyrotek E3, LLC** 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, **Pyrotek E3, LLC** 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 **Pyrotek E3, LLC** shall execute an amendment to this agreement, which shall incorporate the resolution authorizing the additional payments.

**Section 11. Total Amount of County Economic Development Grant; Re-Calculation of Total Amount Permitted.**

(a) **Pyrotek E3, LLC** shall be eligible to receive grant payments under this agreement in the following fiscal years:

- (1) 2023
- (2) 2024
- (3) 2025
- (4) 2026
- (5) 2027

(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 \$10,200. An economic development grant calculation sheet is attached to this agreement as Exhibit B and is incorporated into this agreement by reference.

(c) Notwithstanding the provisions of subsection (b) above, **Pyrotek E3, LLC'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 **Pyrotek E3, LLC's** ad valorem property tax assessments for the project and may fluctuate from year to year depending on **Pyrotek E3, LLC's** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **Pyrotek E3, LLC** under this agreement is \$48,218. However, nothing in this subsection shall entitle **Pyrotek E3, LLC** to receive the maximum amount of funds if **Pyrotek E3, LLC** would not be otherwise entitled to the funds according to **Pyrotek E3, LLC's** grant calculation.

**Section 12. Notices.**

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 **Pyrotek E3, LLC** 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:

Todd Arey  
Pyrotek E3, LLC  
1050 Ponte Vedra Boulevard  
Ponte Vedra, FL 32082

**Section 13. Timeframe for Pyrotek E3, LLC'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 **Pyrotek E3, LLC**. **Pyrotek E3, LLC** 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 **Pyrotek E3, LLC** 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 County 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 **Pyrotek E3, LLC** 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, **Pyrotek E3, LLC** may apply to the agency for a single extension not to exceed 30 days.

**Section 14. Amendments to this Agreement.**

Both the County and **Pyrotek E3, LLC** 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 **Pyrotek E3, LLC**.

**Section 15. Termination.**

(a) This agreement may be terminated as provided in Section 8 of this document.



(b) The County may terminate this agreement if **Pyrotek E3, LLC** 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 16. Assignment.**

**Pyrotek E3, LLC** may not assign or otherwise transfer its rights and duties under this agreement. Should **Pyrotek E3, LLC** assign or otherwise transfer its rights under this agreement, this agreement shall be automatically terminated. Nothing in this section shall prevent **Pyrotek E3, LLC** from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of **Pyrotek E3, LLC**.

**Section 17. Public Records.**

**Pyrotek E3, LLC** 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 18. 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 19. 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 20. 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.

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

By: \_\_\_\_\_  
County Administrator

**ATTEST: HUNTER S. CONRAD, CLERK**

By: \_\_\_\_\_

**COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_

EXHIBIT A  
APPLICATION  
[to be attached]

EXHIBIT B

COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION

[to be attached]



St. Johns County  
Economic Development  
Business Incentive Program  
Grant Application

Applicant's Name: Pyrotek E3 LLC

Federal Employer Identification Number: 54-2128464

State Sales Tax Registration Number:

Current Company Headquarters: 1050 Ponte Vedra Blvd

Address

City Ponte Vedra State FL Zip Code 32082

Primary Contact Person: Todd Arey

Primary Contact Person Title: Owner

Address 1050 Ponte Vedra Blvd

City Ponte Vedra State FL Zip Code 32082

Business Phone Number 904 472-3128 Fax Number

Cell Number 904 472-3128 E-mail tarey@e3sparkplugs.com

The company requires confidentiality in its requests for consideration on economic incentives.  Yes  No

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.

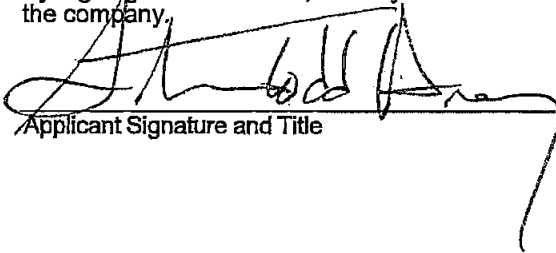
Description of the proposed project explaining the desire to expand, locate or build within St. Johns County and economic benefits the project would provide to the community. Please provide a brief statement explaining the role that the County's Economic Development Grant will play in the decision of the applicant to locate or expand its business in the County:

This will be our second 15,000<sup>sq</sup> foot office building. There is a shortage of Class A office space in St. Johns. We believe that our site could be used as a Corp office as our first building is intended.

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.

  
Applicant Signature and Title

4-11-19

Date

Description of the primary and secondary business activities the company is engaged in:

Office real estate

Type of Facility Development:  new  expansion  speculative

If speculative space, what is the intended use: lease

Will the company purchase or lease existing space?  Yes  No

Estimated Square Footage of Facility Under Roof H/C: 15,000

Date construction is projected to begin: 2020

Date facility will be complete and operational: 2021

Is the property zoned to accommodate proposed use?  Yes  No

If not, what zoning change is required?

Number of new full time employees:

Total number of existing full time employees:

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

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):

N/A

Capital Investment Values:

Real Property (Land) \$500,000

Real Property (Building) \$2 million

Other taxable improvements

Tangible assets (Equipment)



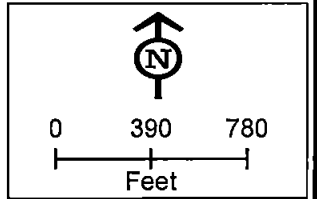
Map created with St. Johns County's iMap

**DISCLAIMER:**  
 This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

Date: 5/17/2019

# Property Location

Pyrotek E3 LLC







**ESTIMATE OF ECONOMIC DEVELOPMENT  
GRANT CALCULATION  
PYROTECH E3 LLC**

Calculations based on County Ordinance 2014-30 and millage rates effective on October 1, 2018

**Category:** **Speculative Space**

**POINTS AWARDED**

Facility Size: 15,000 sq. ft.	1	
Facility Type: Office	2	
<b>Total Points</b>	<b>3</b>	

The applicant scored 3 points under the Speculative Space Category. Therefore, this project is eligible for Expedited Permitting and an Economic Development Grant equal to 50% of impact fees paid to the county and two (2) year's Ad Valorem tax (general county portion) on capital improvements.

Total Value of Capital Improvements	2,000,000
Multiplied by County Millage rate	0.51000%
Annual Ad Valorem Tax (general county portion)	10,200
Multiplied by # Eligible Years	2
<b>Ad Valorem Tax (general county portion) Estimate =</b>	<b>20,400</b>

Total Square Footage	15,000	
Impact Fee Category: General Office (includes buy down % to promote Economic Development)	15,000 (\$3,709 per 1000 sq ft)	
<b>Impact Fee Estimate (50%) =</b>		<b>55,635</b>
		<b>27,818</b>

**TOTAL ESTIMATED INCENTIVE** **48,218**

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.

**PAYOUT SCHEDULE:**

Total Maximum Possible Incentive:	<b>48,218</b>
Payout will consist of estimated annual installments of:	<b>10,200</b>

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

as of 05.13.19