

RESOLUTION NO. 2023 - 133

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

RECITALS

WHEREAS, the County and Palms Professional Park, LLC (Palms) entered into the original Economic Development Grant Agreement (the Agreement) on July 24, 2019, providing economic development incentives to construct a speculative office building totaling approximately 24,896 square feet at 2050 St. Johns Parkway (the Project) in St. Johns County to lease professional and medical office space to prospective tenants; and

WHEREAS, the duration of the Agreement runs from July 24, 2019, through and including September 30, 2032; and

WHEREAS, two amendments to the agreement were approved to change the Certificate of Completion date, which was impacted due to challenges and delays related to COVID-19; and

WHEREAS, the building constructed by Palms was not on the tax roll in fiscal year 2023 as anticipated due to the delay in obtaining the Certificate of Occupancy; and

WHEREAS, the delay in obtaining the Certificate of Occupancy changed the timing of when the building would be eligible to receive its first grant payment; and

WHEREAS, Palms submitted a written request to the County seeking to amend the Agreement to accommodate for the change in timing, which included updating the years Palms could be eligible to receive grant payments and the Agreement termination date; and

WHEREAS, based upon review and consideration of said request, executing the Third Amendment to the Agreement as referenced above serves the collective interests of both the County and Palms.

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

SECTION 1. Incorporation of Recitals.

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

SECTION 2. Authorization to Execute.

The County Administrator, or his designee, is hereby authorized to execute an agreement substantially in the same form as the attached Third Amended Economic Development Grant Agreement on behalf of the County for the purposes mentioned above.

SECTION 3. Correction of Errors.

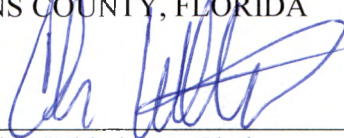
To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, this Resolution may be revised without subsequent approval of the Board of County Commissioners.

SECTION 4. Effective Date.

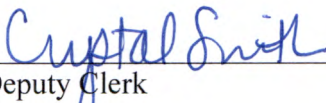
This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 18th day of April 2023.

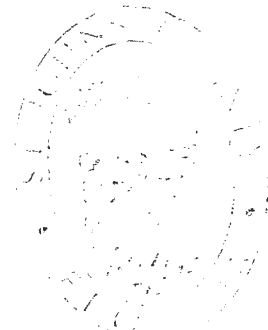
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: 
Deputy Clerk

Rendition Date APR 18 2023



**THIRD AMENDMENT ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA,
AND PALMS PROFESSIONAL PARK, LLC**

THIS THIRD AMENDMENT (3rd Amendment) to the Economic Development Grant Agreement (Agreement) approved by Resolution 2019-215, and executed July 24, 2019, by and 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 **Palms Professional Park, LLC** (Palms), a company authorized to do business in the state of Florida, whose primary place of business is located at **1912 Nightfall Drive, Neptune Beach, Florida 32266**.

RECITALS

WHEREAS, the County and Palms entered into the original Agreement on July 24, 2019; and

WHEREAS, the duration of the Agreement is from July 24, 2019, through and including September 30, 2032; and

WHEREAS, two amendments to the agreement were approved to change the Certificate of Completion date, which was impacted due to challenges and delays related to COVID-19; and

WHEREAS, the building constructed by Palms was not on the tax roll in fiscal year 2023 as anticipated due to the delay in obtaining the Certificate of Occupancy; and

WHEREAS, the delay in obtaining the Certificate of Occupancy changed the timing of when the building would be eligible to receive its first grant payment; and

WHEREAS, Palms submitted a written request to the County seeking to amend the Agreement to accommodate for the change in timing, which included updating the years Palms could be eligible to receive grant payments and the Agreement termination date; and

WHEREAS, based upon review and consideration of said request, executing the Third Amendment to the Agreement as referenced above serves the collective interests of both the County and Palms.

NOW THEREFORE, the County and Palms (the Parties), in consideration of, the mutual covenants and conditions set forth below, agree to amend the Agreement as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of the Agreement, and such Recitals shall be adopted as findings of fact.

Section 2. Amendments to the Agreement.

A. Section 3 of the Agreement shall be amended as follows:

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 **Palms Professional Park, LLC**, or on September 30, 20~~32~~33, whichever occurs first.

B. Section 11(a) of the Agreement shall be amended to change the fiscal years that Palms is eligible to receive grant payments to:

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

~~(1) 2023~~

(1) 2024

(2) 2025

(3) 2026

(4) 2027

(5) 2028

(6) 2029

(7) 2030

(8) 2031

(9) 2032

(10) 2033

Section 3. Severability.

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

Section 4. Effect of Agreement Amendment.

With the exception of the amendments and revisions noted in this Third Amendment, the Agreement remains in full force and effect.

{Remainder of the page intentionally left blank. Signatures to follow.}

IN WITNESS WHEREOF, the parties have set their hand and seals as of the _____ day of _____, 2023.

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Hunter S. Conrad,
County Administrator

Legal Review by:

By: _____
Office of the County Attorney

ATTEST: BRANDON J. PATTY,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____

PALMS PROFESSIONAL PARK, LLC

WITNESS AS TO:

By: _____

By: _____
Print: _____

PALMS PROFESSIONAL PARK, LLC

1912 Nightfall Drive

Neptune Beach, FL 32266-1517

Ph: 904-270-2030 Fax: 904-270-2244 e-mail: daryl@dgrubbs.com

March 12, 2023

Jennifer Zuberer

Economic Development Specialist

Office of the County Administrator

St. Johns County Board of County Commissioners

500 San Sebastian View, St. Augustine FL 32084

RE: Palms Professional Park modify the incentive beginning and end dates and other related dates for Resolution 2019-215

Dear Jennifer:

Please accept this as our request to modify the beginning and end dates and other related dates of this agreement by one year. The project, Palms Professional Park located at 2050 St Johns Parkway, St Johns, FL 32259 building shell was completed on March 18, 2022, approximately one year later than anticipated thus, resulting in this request. The delay was due to COVID related issues with government shutdowns in other states, supply chain issues, workers sick with COVID and labor issues in general.

We appreciate your consideration on this matter.

Daryl Grubbs



Manager, Palms Professional Center, LLC

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN ST. JOHNS COUNTY, FLORIDA, AND
PALMS PROFESSIONAL PARK, LLC**

Res 2019-215

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 **Palms Professional Park, LLC**, a company authorized to do business in the state of Florida, whose primary place of business is located at **1912 Nightfall Drive, Neptune Beach FL 32266**, this 29th day of July, 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, **Palms Professional Park, LLC** received a favorable recommendation for award of an Economic Development Grant by the Board of County Commissioners; and

WHEREAS, **Palms Professional Park, LLC** is constructing a speculative office building totaling 24,896 square feet at 2050 St Johns Parkway, Saint Johns FL 32259, 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, **Palms Professional Park, LLC** submitted an application to the County for the award of an Economic Development Grant, seeking incentives to reimburse up to one hundred percent (100%) 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 four (4) 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 **Palms Professional Park, 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 **Palms Professional Park, 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 **Palms Professional Park, LLC**, or on September 30, 2032, 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 **Palms Professional Park, LLC** to the County for a County Economic Development Grant payment, **Palms Professional Park, 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 **Palms Professional Park, LLC** shall pay the total amount of County ad valorem taxes as shown on **Palms Professional Park, LLC's** tax bill prior to **Palms Professional Park, 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 **Palms Professional Park, LLC** relating to the capital investment contemplated under this agreement in order to determine the degree of **Palms Professional Park, LLC's** compliance with this agreement, as well as **Palms Professional Park, 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 Statutes consistent with the request of **Palms Professional Park, 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 **Palms Professional Park, LLC** is eligible for an Economic Development Grant payment, **Palms Professional Park, 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 **Palms Professional Park, LLC** fails to timely submit a claim to the County for an Economic Development Grant payment during any eligible fiscal year, then **Palms Professional Park, LLC** shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect **Palms Professional Park, 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 **Palms Professional Park, 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, **Palms Professional Park, 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) **Palms Professional Park, LLC** shall complete construction of the project and obtain a Certificate of Completion no later than June 30, 2021.

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

(d) If **Palms Professional Park, 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 **Palms Professional Park, 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, **Palms Professional Park, LLC** represents that it has obtained all licenses and other authorizations to do business in the state of Florida and in St. Johns County. **Palms Professional Park, 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 **Palms Professional Park, LLC** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

(b) By executing this agreement, **Palms Professional Park, LLC** acknowledges that compliance with all terms of this agreement shall be a condition precedent to **Palms Professional Park, LLC** receiving any County Economic Development Grant payment. Failure to comply with the terms of this agreement shall result in **Palms Professional Park, 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 Palms Professional Park, LLC.

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

- | | | | |
|-----|------|------|------|
| (1) | 2023 | (6) | 2029 |
| (2) | 2024 | (7) | 2029 |
| (3) | 2025 | (8) | 2030 |
| (4) | 2026 | (9) | 2031 |
| (5) | 2027 | (10) | 2032 |

(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 \$15,300. 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, **Palms Professional Park, 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 **Palms Professional Park, LLC's** ad valorem property tax assessments for the project and may fluctuate from year to year depending on **Palms Professional Park, LLC's** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **Palms Professional Park, LLC** under this agreement is \$153,539. However, nothing in this subsection shall entitle **Palms Professional Park, LLC** to receive the maximum amount of funds if **Palms Professional Park, LLC** would not be otherwise entitled to the funds according to **Palms Professional Park, 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 **Palms Professional Park, 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:

Daryl Grubbs
Palms Professional Park, LLC
1912 Nightfall Drive
Neptune Beach, FL 32266

Section 13. Timeframe for Palms Professional Park, 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 **Palms Professional Park, LLC**. **Palms Professional Park, 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 **Palms Professional Park, 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 **Palms Professional Park, 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, **Palms Professional Park, 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 **Palms Professional Park, 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 **Palms Professional Park, 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 **Palms Professional Park, 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.

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

Section 17. Public Records.

Palms Professional Park, 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.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this agreement this 24th day of July, 2019.

LEGALLY SUFFICIENT

Name: _____
Date: 7/18/19

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
County Administrator 7/19/19

ATTEST: HUNTER S. CONRAD, CLERK

By: Pam Halterum



COMPANY

By: _____
Name: Daryl Grubbs
Title: Mgr

WITNESS:

By: Stephen A. Houll
Print: STEPHEN A. HOULL

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:

Federal Employer Identification Number:

State Sales Tax Registration Number:

Current Company Headquarters:

Address

City State Zip Code

Primary Contact Person:

Primary Contact Person Title:

Address

City State Zip Code

Business Phone Number Fax Number

Cell Number E-mail

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 primary and secondary business activities the company is engaged in:

Commercial Real Estate

Type of Facility Development: new expansion speculative

If speculative space, what is the intended use: Professional and Medical Offices

Will the company purchase or lease existing space? Yes No

Estimated Square Footage of Facility Under Roof H/C: 24,896

Date construction is projected to begin: 3rd Qtr 2019

Date facility will be complete and operational: 4th Qtr 2020

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: N/A

Total number of existing full time employees: N/A

6-digit NAICS Code for primary activities of the project: 621111

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

N/A

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):

Professional and Medical Uses

Capital Investment Values:

Real Property (Land) 1,000,000

Real Property (Building) 3,000,000

Other taxable improvements 0

Tangible assets (Equipment) 0

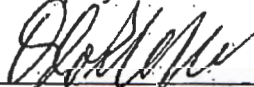
Description of the proposed project explaining the desire to expand, locate or build within St. Johns County and economic benefits the project would provide to the community. Please provide a brief statement explaining the role that the County's Economic Development Grant will play in the decision of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

There is a lack of Class A office buildings for Professional and Medical use providers to meet the daily needs of the surrounding residential neighborhoods. This location will save travel time for residents and strengthen the desirability to locate and raise a family in St. Johns County.

Submit a Site Plan:

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

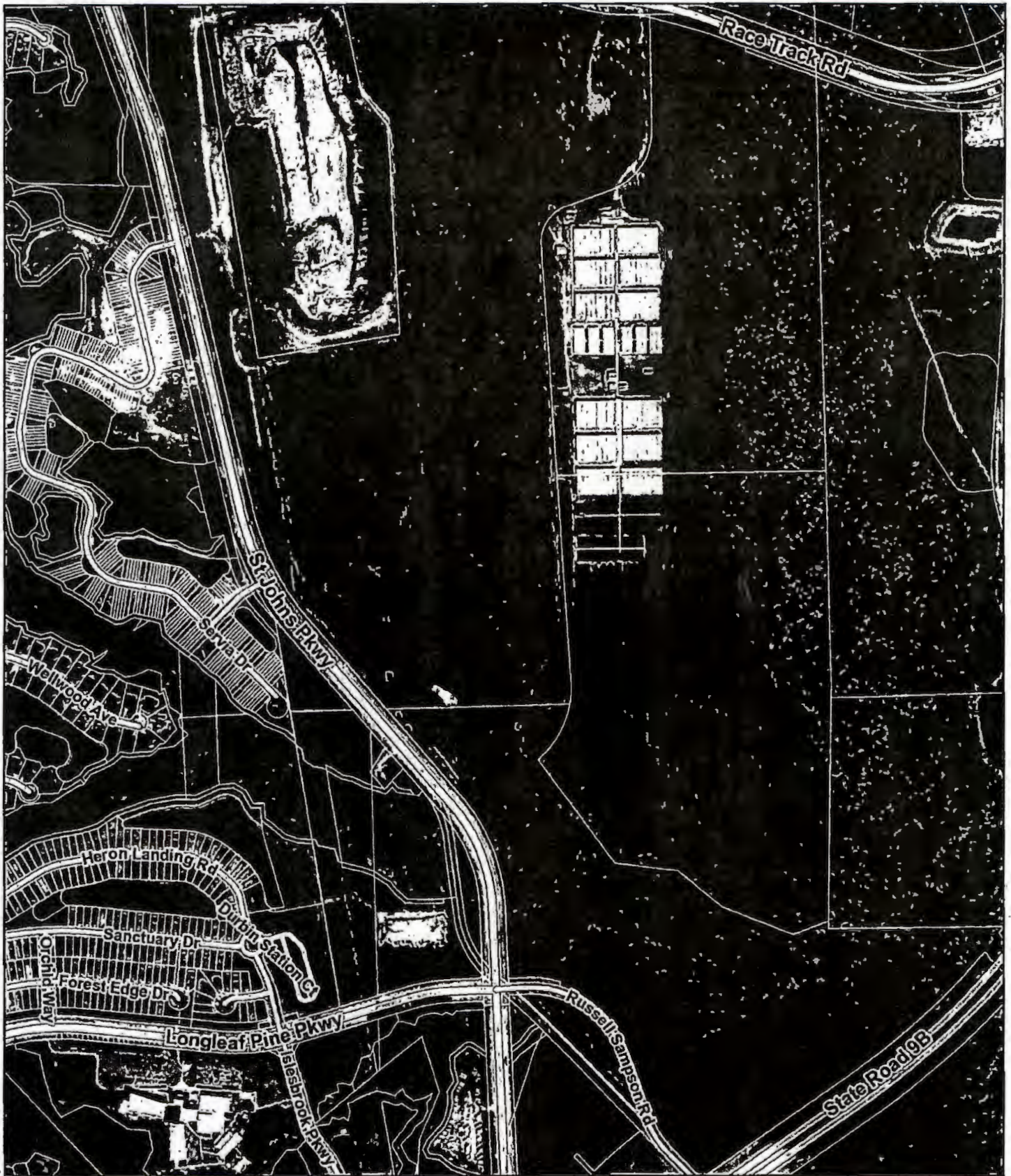
By signing this document, I certify that I am authorized to submit an application on behalf of the company.



Applicant Signature and Title

5/15/2019

Date



Map created with St. Johns County's iMap

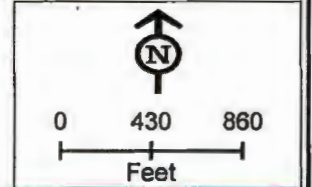
DISCLAIMER:

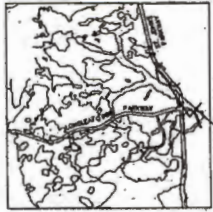
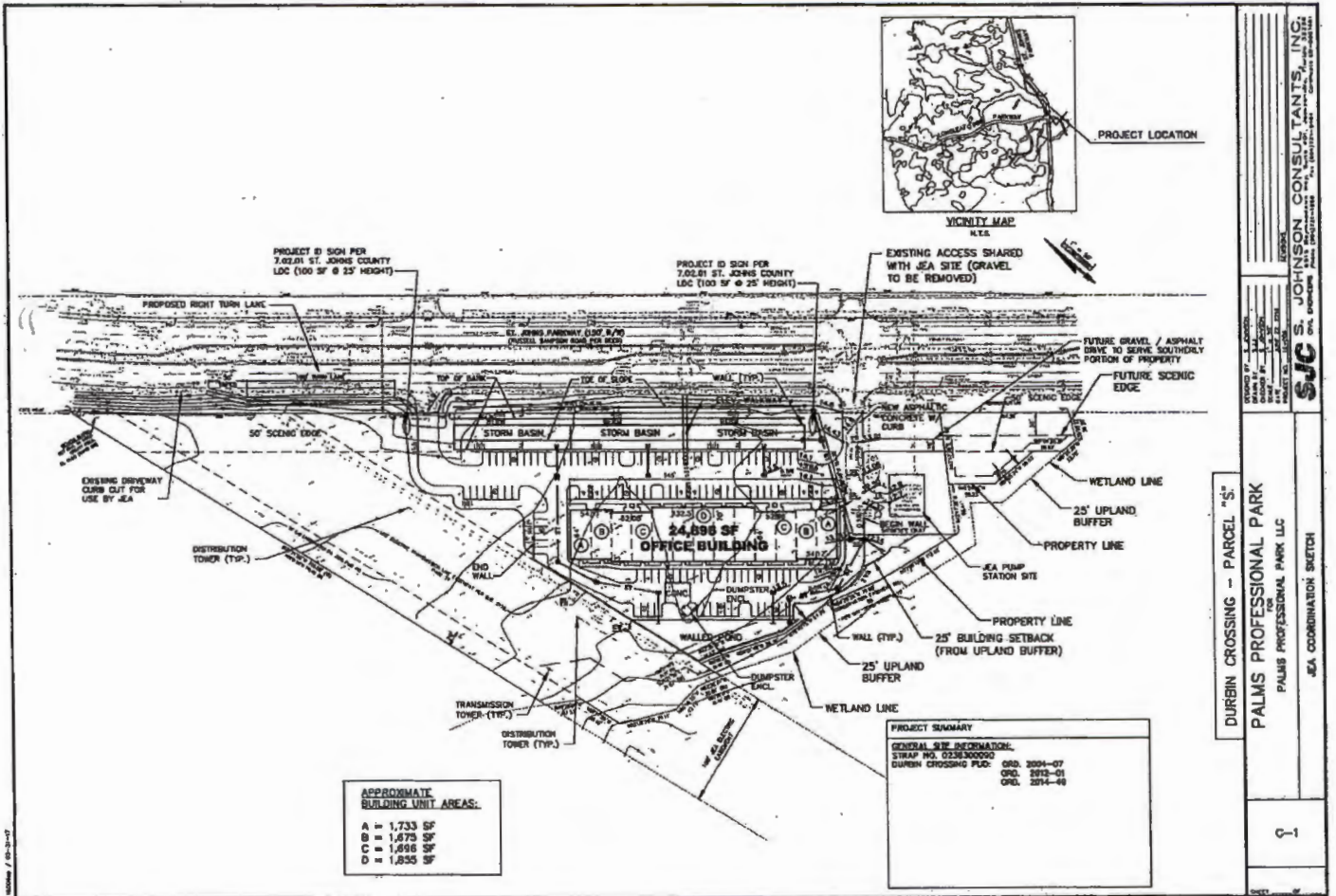
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown herein.

Date: 5/17/2019

Property Location

Palms Professional Park, LLC





PROJECT LOCATION

PROJECT ID SIGN PER
7.02.01 ST. JOHNS COUNTY
LDC (100 SF @ 25' HEIGHT)

PROJECT ID SIGN PER
7.02.01 ST. JOHNS COUNTY
LDC (100 SF @ 25' HEIGHT)

EXISTING ACCESS SHARED
WITH SEA SITE (GRAVEL
TO BE REMOVED)

FUTURE GRAVEL / ASPHALT
DRIVE TO SERVE SOUTHERLY
PORTION OF PROPERTY

FUTURE SCENIC
EDGE

EXISTING DRIVEWAY
CROSS CUT FOR
USE BY SEA

DISTRIBUTION
TOWER (TYP.)

TRANSMISSION
TOWER (TYP.)

WETLAND LINE

25' UPLAND
BUFFER

PROPERTY LINE

SEA PUMP
STATION SITE

PROPERTY LINE

25' BUILDING SETBACK
(FROM UPLAND BUFFER)

25' UPLAND
BUFFER

WETLAND LINE

APPROXIMATE
BUILDING UNIT AREAS:

A	=	1,733 SF
B	=	1,679 SF
C	=	1,696 SF
D	=	1,835 SF

PROJECT SUMMARY

GENERAL SITE DESCRIPTION:	
STRAP NO. 0238300090	ORD. 2004-07
DURBIN CROSSING PUD:	ORD. 2012-01
	ORD. 2014-49

DURBIN CROSSING - PARCEL "S"
PALMS PROFESSIONAL PARK
PALMS PROFESSIONAL PARK LLC
SEA COORDINATION SKETCH

SJC JOHNSON CONSULTANTS, INC.
1000 N. W. 10th St., Suite 1000, Ft. Lauderdale, FL 33304
TEL: 954.525.1100 FAX: 954.525.1101
WWW.SJCJOHNSON.COM

**ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
PALMS PROFESSIONAL PARK, LLC**

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

Category: **Speculative Space**

POINTS AWARDED

Facility Size:	24,896 sq. ft.	2
Facility Type:	Professional and Medical Office	2
Additional Consideration:	Project located in area of county deemed deficient in a majority of school capacity	1
Total Points		5

The applicant scored 5 points under the Speculative Space Category. Therefore, this project is eligible for Expedited Permitting and an Economic Development Grant equal to 100% of impact fees paid to the county and four (4) year's Ad Valorem tax (general county portion) on capital improvements.

Total Value of Capital Improvements	3,000,000
Multiplied by County Millage rate	<u>0.51000%</u>
Annual Ad Valorem Tax (general county portion)	15,300
Multiplied by # Eligible Years	<u>4</u>
Ad Valorem Tax (general county portion) Estimate =	<u>61,200</u>

Total Square Footage	24,896	
Impact Fee Category: Office (includes buy down % to promote Economic Development)	24,896 (\$3,709 per 1000 sq ft)	
Impact Fee Estimate (100%) =		<u>92,339</u>

TOTAL ESTIMATED INCENTIVE **153,539**

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:	153,539
Payout will consist of estimated annual installments of:	15,300

* 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 05.20.19

RESOLUTION NO. 2019 - 215

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 PALMS PROFESSIONAL PARK, 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, PALMS PROFESSIONAL PARK, LLC submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to construct a new 24,896 square foot speculative office at 2050 St Johns Parkway in St. Johns County to lease professional and medical office space 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 four (4) years ad valorem taxes on new real property improvements (general county portion) and up to 100% of impact fees collected by the County, with an incentive value estimated to be \$153,539; 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 >/18/19



Res 2021-211

**FIRST AMENDED ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA,
AND PALMS PROFESSIONAL PARK, LLC**

THIS FIRST AMENDMENT (First Amendment) to the Economic Development Grant Agreement (Agreement) approved by Resolution 2019-215, and executed July 24, 2019, by and 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 Palms Professional Park, LLC (Palms), a company authorized to do business in the state of Florida, whose primary place of business is located at 1912 Nightfall Drive, Neptune Beach, Florida 32266.

RECITALS

WHEREAS, the County and Palms entered into the Agreement on July 24, 2019; and

WHEREAS, the duration of the Agreement is from July 24, 2019, through and including September 30, 2032; and

WHEREAS, due to COVID-19 related issues causing unforeseen delays in construction, Palms will not be able to complete the project as of June 30, 2021, making them ineligible for the grant as set forth in Section 8 of the Agreement; and

WHEREAS, Palms submitted a written request to the County seeking to amend the Agreement to extend the construction completion term; and

WHEREAS, based upon review and consideration of said request, executing the First Amendment to the Agreement to extend the construction completion term of the building and timeframe to obtain a Certificate of Completion until October 31, 2021, at the latest, serves the collective interests of both the County and Palms.

NOW THEREFORE, the County and Palms (the Parties), in consideration of, the mutual covenants and conditions set forth below, agree to amend the Agreement as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of the Agreement, and such Recitals shall be adopted as findings of fact.

Section 2. Conditions of Compliance; Consequence for Failure to Comply.

Section 8(b) of the Agreement shall be amended to extend the construction completion term of the project and timeframe to obtain a Certificate of Completion until October 31, 2021, at the latest.

Section 3. Severability.

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

Section 4. Effect of Agreement Amendment.

With the exception of the amendments and revisions noted in this First Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand and seals as of the 29th day of May, 2021.

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Hunter S. Conrad,
County Administrator

Legal Review by:
By: [Signature] 5/20/21
Assistant County Attorney



ATTEST: BRANDON J. PATTY,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: [Signature]
5/20/21

PALMS PROFESSIONAL PARK, LLC
By: [Signature]

WITNESS AS TO:

By: [Signature]
Print: Berenky Koerner

RESOLUTION NO. 2021 - 211

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

RECITALS

WHEREAS, the County and Palms Professional Park, LLC (Palms) entered into an Economic Development Grant Agreement (the Agreement) on July 24, 2019, providing economic development incentives to construct a speculative office building totaling approximately 24,896 square feet at 2050 St. Johns Parkway in St. Johns (the Project); and

WHEREAS, the duration of the Agreement runs from July 24, 2019, through September 30, 2022, with Palms being required to complete construction of the building and obtain a Certificate of Completion no later than June 30, 2021; and

WHEREAS, due to COVID-19 related issues causing unforeseen delays in construction, Palms will not be able to complete the project as of June 30, 2021, making them ineligible for the grant as set forth in Section 8 of the Agreement; and

WHEREAS, Palms submitted a written request to the County seeking to amend the Agreement to extend the construction completion term; and

WHEREAS, based upon review and consideration of said request, executing the First Amendment to the Agreement to extend the construction completion term of the building and timeframe of obtaining a Certificate of Completion until October 31, 2021, at the latest, serves the collective interests of both the County and Palms.

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

SECTION 1. Incorporation of Recitals.

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

SECTION 2. Authorization to Execute.

The County Administrator, or his designee, is hereby authorized to execute an agreement substantially in the same form as the attached First Amended 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 or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, 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 18 day of May 2021.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: BRANDON J. PATTY, **RENDITION DATE** 5/20/21
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk



Res. No. 2021-442

**SECOND AMENDED ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA,
AND PALMS PROFESSIONAL PARK, LLC**

THIS SECOND AMENDMENT (Second Amendment) to the Economic Development Grant Agreement (Agreement) approved by Resolution 2019-215, and executed July 24, 2019, by and 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 **Palms Professional Park, LLC (Palms)**, a company authorized to do business in the state of Florida, whose primary place of business is located at **1912 Nightfall Drive, Neptune Beach, Florida 32266.**

RECITALS

WHEREAS, the County and Palms entered into the Agreement on July 24, 2019; and

WHEREAS, the duration of the Agreement is from July 24, 2019, through and including September 30, 2032; and

WHEREAS, due to COVID-19 related issues causing unforeseen delays in construction, Palms requested and received an extension of the construction completion term from June 30, 2021, to October 31, 2021, at the May 18, 2021, St. Johns County Board of County Commissioners meeting; and

WHEREAS, Palms has made considerable progress on the building even with COVID-19 related challenges, but there continues to be unforeseen delays in construction due to COVID-19 related issues such as labor and supply shortages, causing Palms to be unable to complete the project as of October 31, 2021, making them ineligible for the grant as set forth in Section 8 of the Agreement as amended; and

WHEREAS, Palms submitted a written request to the County seeking to amend the Agreement a second time to further extend the construction completion term; and

WHEREAS, based upon review and consideration of said request, executing the Second Amendment to the Agreement to further extend the construction completion term of the building and timeframe to obtain a Certificate of Completion until March 31, 2022, at the latest, serves the collective interests of both the County and Palms; and

WHEREAS, Palms will not be eligible to receive grant payments until a Certification of Completion is received.

NOW THEREFORE, the County and Palms (the Parties), in consideration of, the mutual covenants and conditions set forth below, agree to amend the Agreement as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of the Agreement, and such Recitals shall be adopted as findings of fact.

Section 2. Conditions of Compliance; Consequence for Failure to Comply.

Section 8(b) of the Agreement shall be amended a second time to further extend the construction completion term of the project and timeframe to obtain a Certificate of Completion until March 31, 2022, at the latest.

Section 3. Severability.

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

Section 4. Effect of Agreement Amendment.

With the exception of the amendments and revisions noted in this Second Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand and seals as of the 15th day of Nov, 2021.

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Hunter S. Conrad
Hunter S. Conrad,
County Administrator

Legal Review by:

By: [Signature] 10.20.2021
Assistant County Attorney

ATTEST: BRANDON J. PATTY,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: [Signature]

PALMS PROFESSIONAL PARK, LLC

By: [Signature]

WITNESS AS TO:

By: [Signature]
Print: Michael J. Korman

RESOLUTION NO. 2021 - 442

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

RECITALS

WHEREAS, the County and Palms Professional Park, LLC (Palms) entered into an Economic Development Grant Agreement (the Agreement) on July 24, 2019, providing economic development incentives to construct a speculative office building totaling approximately 24,896 square feet at 2050 St. Johns Parkway in St. Johns (the Project); and

WHEREAS, the duration of the Agreement runs from July 24, 2019, through September 30, 2032, with Palms being required to complete construction of the building and obtain a Certificate of Completion no later than June 30, 2021; and

WHEREAS, due to COVID-19 related issues causing unforeseen delays in construction, Palms requested and received an extension of the construction completion term from June 30, 2021, to October 31, 2021, at the May 18, 2021, St. Johns County Board of County Commissioners meeting; and

WHEREAS, Palms has made considerable progress on the building even with COVID-19 related challenges, but there continues to be unforeseen delays in construction due to COVID-19 related issues such as labor and supply shortages, causing Palms to be unable to complete the project as of October 31, 2021, making them ineligible for the grant as set forth in Section 8 of the Agreement as amended; and

WHEREAS, Palms submitted a written request to the County seeking to amend the Agreement a second time to further extend the construction completion term; and

WHEREAS, based upon review and consideration of said request, executing the Second Amendment to the Agreement to further extend the construction completion term of the building and timeframe to obtain a Certificate of Completion until March 31, 2022, at the latest, serves the collective interests of both the County and Palms; and

WHEREAS, Palms will not be eligible to receive grant payments until a Certification of Completion is received.

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

SECTION 1. Incorporation of Recitals.

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

SECTION 2. Authorization to Execute.

The County Administrator, or his designee, is hereby authorized to execute an agreement substantially in the same form as the attached Second Amended Economic Development Grant Agreement on behalf of the County for the purposes mentioned above.

SECTION 3. Correction of Errors.

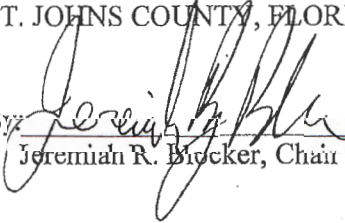
To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, this Resolution may be revised without subsequent approval of the Board of County Commissioners.

SECTION 4. Effective Date.

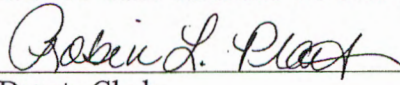
This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 19th day of October 2021.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Jeremiah R. Bucker, Chair

ATTEST: BRANDON J. PATTY,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: 
Deputy Clerk

RENDITION DATE OCT 21 2021

