

RESOLUTION NO. 2023 - 499

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 INDUSTRIAL TRACTOR PARTS CO., INC., 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 Industrial Tractor Parts Co., Inc. (Industrial) entered into an Economic Development Grant Agreement (the Agreement) on May 25, 2021, providing economic development incentives to construct an industrial building for its business operations totaling approximately 46,000 square feet on parcels 0724510060, 0724510070 and 0724510080 in St. Augustine (the Project); and

WHEREAS, the duration of the Agreement was from May 25, 2021, through and including September 30, 2028; and

WHEREAS, due to COVID-19 related issues as well as permitting issues causing unforeseen delays in construction, Industrial requested and received an extension of the construction completion term from December 31, 2022, to November 30, 2023, at the December 6, 2022 St. Johns County Board of County Commissioners meeting; and

WHEREAS, Industrial has continued to have unforeseen delays with the construction of the building due to additional issues related to permitting, budgeting and financing, causing Industrial to be unable to complete the project as of November 30, 2023, making Industrial ineligible for the grant as set forth in Section 10 of the Agreement; and

WHEREAS, Industrial submitted a written request to the County seeking to amend the Agreement a second time to further extend the construction completion term and adjust the other dates in the Agreement accordingly; and

WHEREAS, the extension request was received and the process for the extension approval was underway before the construction completion term expired; 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 December 31, 2024, at the latest, and also adjust the other dates in the Agreement accordingly serves the collective interests of both the County and Industrial.

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 her designee, is hereby authorized to execute an agreement substantially in the same form as the attached Second Amendment to 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 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.

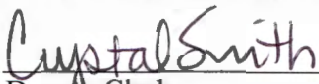
This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 5th day of December, 2023.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Sarah Arnold, Chair

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

By: 
Deputy Clerk

Rendition Date: **DEC 07 2023**



**SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA,
AND INDUSTRIAL TRACTOR PARTS CO., INC.**

THIS SECOND AMENDMENT (Second Amendment) to the Economic Development Grant Agreement (Agreement) approved by Resolution 2021-190, and executed May 25, 2021, 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 **Industrial Tractor Parts Co., Inc.** (Industrial), a company authorized to do business in the state of Florida, whose primary place of business is located at **28-15 14th Street, Long Island City, NY 11102.**

RECITALS

WHEREAS, the County and Industrial entered into the Agreement on May 25, 2021; and

WHEREAS, the duration of the Agreement was from May 25, 2021, through and including September 30, 2028; and

WHEREAS, due to COVID-19 related issues as well as permitting issues causing unforeseen delays in construction, Industrial requested and received an extension of the construction completion term from December 31, 2022, to November 30, 2023, at the December 6, 2022 St. Johns County Board of County Commissioners meeting; and

WHEREAS, Industrial has continued to have unforeseen delays with the construction of the building due to additional issues related to permitting, budgeting and financing, causing Industrial to be unable to complete the project as of November 30, 2023, making Industrial ineligible for the grant as set forth in Section 10 of the Agreement; and

WHEREAS, Industrial submitted a written request to the County seeking to amend the Agreement a second time to further extend the construction completion term and adjust the other dates in the Agreement accordingly; and

WHEREAS, the extension request was received and the process for the extension approval was underway before the construction completion term expired; 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 December 31, 2024, at the latest, and also adjust the other dates in the Agreement accordingly serves the collective interests of both the County and Industrial.

NOW THEREFORE, the County and Industrial (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 2 of the Agreement shall be amended to change the New Job Phasing Schedule date through 2028.

Section 2. Project Details.

The Project shall be restricted to the specific details contained in Industrial'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 ~~2027-2028~~, a copy of which is attached to this agreement as Exhibit B, which is incorporated into this agreement by reference.

Section 3 of the Agreement shall be amended to change the Agreement termination date to when the County submits the final payment of the County Economic Development Grant to Industrial, or on September 30, 2030, whichever occurs first.

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 Industrial, or on September 30, ~~2029-2030~~, whichever occurs first.

Section 5(a) of the Agreement shall be amended to update that the new full-time equivalent jobs are to be created by December 31, 2028, at the latest.

(a) Industrial represents that it will collectively provide at least 6 new full-time equivalent jobs in St. Johns County as a result of the project. The new full-time equivalent jobs are to be created by December 31, ~~2027-2028~~, at the latest. Subsequent new full-time equivalent jobs anticipated to be created shall be defined in Exhibit B.

Section 10(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 December 31, 2024, at the latest.

(b) Within 30 days of closing on the Property, Industrial shall provide the County with the Property's new parcel number and address. Industrial shall complete construction of the project and obtain a Certificate of Completion by ~~November 30, 2023-December 31, 2024~~.

Section 13(a) of the Agreement shall be amended to strike 2025 and add 2030, changing the eligible years to receive grant payments to the following fiscal years:

- | | |
|----------|----------|
| (1) 2026 | (4) 2029 |
| (2) 2027 | (5) 2030 |
| (3) 2028 | |

Exhibit B, the New Job Phasing Schedule, shall be amended as follows.

New Job Phasing Schedule through ~~2027~~ 2028
INDUSTRIAL TRACTOR PARTS CO., INC.

4th Quarter 2024 <u>2025</u> (ending December 31)	3 New Jobs
4th Quarter 2025 <u>2026</u> (ending December 31)	1 New Job
4th Quarter 2026 <u>2027</u> (ending December 31)	1 New Job
4th Quarter 2027 <u>2028</u> (ending December 31)	<u>1 New Job</u>
Total by 4th Quarter 2027 <u>2028</u>	6 New Jobs

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.

{The remainder of this page was 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: _____
Joy Andrews,
County Administrator

Legal Review by:

By: _____
Office of the County Attorney

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

By: _____

INDUSTRIAL TRACTOR PARTS CO., INC.

By: _____

WITNESS AS TO:

By: _____
Print: _____



To: Saint Johns County Economic Development Office
Jennifer Zuberer

Re: Industrial Tractor Parts, Co., Inc.
Economic Development Grant Agreement Extension Request
Res 2021-190

Date: 10-31-2023

Jennifer,

This letter is a request for extension of the Res 2021-190 Agreement due to permitting issues. This development sustained heavy delays to getting Platted and Permitted for the main road and lots which were approved on February 22, 2022 and recorded in the Official Records M.B 112 PAGES 94-98. This has delayed the permitting and closing of Industrial Tractor Parts' lot 6,7,8 portion. We expected to receive the Civil Engineering Paving and Drainage Construction Permit on Monday 10-17-2022 but did not until 5-17-2023. The county required concurrency for the school board due to the security guard's quarters. Today we received confirmation from the school board's attorney stating that the county asked for the concurrency incorrectly and that the residence is ancillary to the operations of the building and no concurrency should have been asked for or required. In order to proceed the residence was deleted and Civil was approved on 5-17-2023.

In addition, another issue we are having is that the cost of the project came in over budget and needed to be value engineered. Also, the bank, First Citizens, refused to approve financing until the road known as Thomas Industrial Way, in front of the project and where utilities were required to ensure completion of our project was approved by the county, which only received its final approval in August. The new budget has been accepted and financing was obtained by the owner 10-2-2023. We redrew the Architectural to remove the security quarters and received approval for all permits by the building department in September of this year. We poured half the slab last night. Construction is expected to last 13 months. Please accept and approve our request for an extension of the date to receive the Certificate of Completion from 11-30-2023 until 12-31-2024 and adjust the other dates in the document accordingly.

Thanks for your consideration,

A handwritten signature in black ink, appearing to read 'Brad Hollett', is written over a faint, illegible printed name.

Brad Hollett, Agent for lots 6, 7 and 8

*ACT Architects, LLC 6903 Atlantic Blvd Jacksonville, Florida 32211
License #AR92185 & AR98871*

Res 2021-190

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN ST. JOHNS COUNTY, FLORIDA, AND INDUSTRIAL
TRACTOR PARTS CO., INC.**

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 **INDUSTRIAL TRACTOR PARTS CO., INC. (INDUSTRIAL)**, a New York corporation authorized to do business in Florida, whose primary place of business is located at 28-15 14th Street, Long Island City, NY 11102, this 25th day of MAY, 2021.

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

WHEREAS, **INDUSTRIAL** anticipates creating 6 new jobs at an average annual wage of \$61,333;

WHEREAS, **INDUSTRIAL** is constructing a building totaling approximately 46,000 square feet within St. Johns County, Florida for its business operations, which includes assembly, warehousing, sale and repair of undercarriage parts for crawler-type machines at a portion of parcel number 072450-0000, which will be divided and will have a new parcel number and address once the sale of the property to **INDUSTRIAL** is finalized (the Property); and

WHEREAS, in accordance with Ordinance 2014-30, **INDUSTRIAL** 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 collected by St. Johns County and fifty percent (50%) of 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 **INDUSTRIAL** (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 **INDUSTRIAL**'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 2026, 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 upon execution by both parties and shall terminate when the County submits the final payment of the County Economic Development Grant to **INDUSTRIAL**, or on September 30, 2028, 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) **INDUSTRIAL** represents that it will collectively provide at least 6 new full-time equivalent jobs in St. Johns County as a result of the project. The new full-time equivalent jobs are to be created by December 31, 2026, at the latest. Subsequent new full-time equivalent jobs anticipated to be created shall be defined in Exhibit B.

(b) **INDUSTRIAL'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 **INDUSTRIAL** fulfills the full-time equivalent jobs requirement as set forth in subsection (a) above, the businesses shall be required to collectively 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) **INDUSTRIAL** represents that they will collectively provide wages at an average of at least \$61,333 in the aggregate for the new full-time equivalent jobs created in St. Johns County as a result of the project. The average wage of \$61,333 for the new full-time equivalent jobs is to be provided for each year a grant payment is requested.

(b) **INDUSTRIAL'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 **INDUSTRIAL** fulfills the 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 **INDUSTRIAL's** eligibility to receive County Economic Development Grant funds.

(c) If, at any time during the term of this agreement, the average wage of the new full-time equivalent jobs falls below \$61,333, the County may recalculate the amount of the Economic Development Grant based on Section 11.C of St. Johns County Ordinance 2014-30, as may be amended from time to time.

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

Prior to any submission of claim by **INDUSTRIAL** to the County for a County Economic Development Grant payment, **INDUSTRIAL** shall pay to the County a total amount equal to the general County portion of County ad valorem taxes, applicable impact fees, and applicable water and sewer connection fees for the project. It is expressly understood by the Parties that **INDUSTRIAL** shall pay the total amount of County ad valorem taxes as shown on **INDUSTRIAL's** tax bill prior to **INDUSTRIAL** 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 **INDUSTRIAL** relating to the capital investment and new full-time equivalent jobs contemplated under this agreement in order to determine the degree of **INDUSTRIAL's** compliance with this agreement, as well as **INDUSTRIAL'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 **INDUSTRIAL** for such purpose. **INDUSTRIAL** shall label any records provided to the County that contain trade secrets or proprietary information prior to such records being provided to the County.

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

(d) Upon written request by **INDUSTRIAL**, 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, **INDUSTRIAL** 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) Within 30 days of closing on the Property, **INDUSTRIAL** shall provide the County with the Property's new parcel number and address. **INDUSTRIAL** shall complete construction of the project and obtain a Certificate of Completion by December 31, 2022.

(c) Should the Board determine that **INDUSTRIAL** has failed to comply with the conditions set forth in Sections 5, 6, or 10(b) of this agreement, the Board shall notify **INDUSTRIAL** in writing of such non-compliance. **INDUSTRIAL** 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 **INDUSTRIAL's** compliance with the conditions set forth in the Boards notification or sufficiently sets forth all corrective action to be taken by **INDUSTRIAL** in order to come into compliance with the conditions set forth in Sections 5, 6, or 10(b) above.

(d) If **INDUSTRIAL** 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 **INDUSTRIAL**, 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, **INDUSTRIAL** represents that it will obtain all licenses and other authorizations to do business in the state of Florida and in St. Johns County prior to the first grant payment. **INDUSTRIAL** 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 **INDUSTRIAL** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

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

Section 12. Notice Regarding Grant Payments to INDUSTRIAL TRACTOR PARTS CO., INC.

(a) **INDUSTRIAL** 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, **INDUSTRIAL** 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 **INDUSTRIAL** 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; Re-Calculation of Total Amount Permitted.

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

- | | | | |
|-----|------|-----|------|
| (1) | 2024 | (4) | 2027 |
| (2) | 2025 | (5) | 2028 |
| (3) | 2026 | | |

(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 \$19,080. 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, **INDUSTRIAL'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 **INDUSTRIAL's** ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on **INDUSTRIAL's** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **INDUSTRIAL** under this agreement is \$78,144. However, nothing in this subsection shall entitle **INDUSTRIAL** to receive the maximum amount of funds if **INDUSTRIAL** would not be otherwise entitled to the funds according to **INDUSTRIAL's** grant calculation.

Section 14. 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 Office
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 **INDUSTRIAL** 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:

Brad Hollett
Industrial Tractor Parts Co., Inc.
4190 Belfort Road, Unit 450
Jacksonville, FL 32216

Section 15. Timeframe for INDUSTRIAL'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 **INDUSTRIAL**. **INDUSTRIAL** 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 **INDUSTRIAL** 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 **INDUSTRIAL** 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, **INDUSTRIAL** may apply to the agency for a single extension not to exceed 30 days.

Section 16. Amendments to this Agreement.

Both the County and **INDUSTRIAL** 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 **INDUSTRIAL**.

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 **INDUSTRIAL** 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.

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

Section 19. Public Records.

INDUSTRIAL 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.

IN WITNESS WHEREOF, the Parties have executed this agreement this ____ day of _____, 2021.

LEGALLY *[Signature]*
Date: 5/10/21
Name

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

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



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

By: *[Signature]*
Brandon J. Patty

COMPANY

By: *[Signature]*
Name: MICHEL SAHA
Title: VICE PRESIDENT

WITNESS:

By: *[Signature]*
Print: ISABEL AIMEIDA

EXHIBIT A
APPLICATION
[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:

Assembly, warehousing, sale, and repair of undercarriage parts for crawler type machines, i.e. bulldozers, loaders, and excavators.

Type of Facility Development: new expansion speculative

If speculative space, what is the intended use:

Will the company purchase or lease existing space? Yes No

Estimated Square Footage of Facility Under Roof H/C: 46,000

Date construction is projected to begin: June 2021

Date facility will be complete and operational: December 2021

Is the property zoned to accommodate proposed use? Yes No

If not, what zoning change is required?

Number of new full time employees:

6

Total number of existing full time employees:

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

423810

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

None

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):

2 Managers @ \$90,000
1 Sales @ \$60,000
1 Clerical @ \$48,000
2 Warehouse @ \$40,000

Capital Investment Values:

Real Property (Land) 687,159

Real Property (Building) 4,000,000

Other taxable improvements

Tangible assets (Equipment) 100,000

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:

Assembly/warehousing/sales/repair facility with expanded office to move corporate headquarters in the future. St. Johns County chosen for access to I95, services, and quality of life. We also looked at many properties in Duval County but all were rejected due to high costs. The County would benefit from taxes generated and from local spending. Local equipment operators would benefit from our services. We intend to close our facility in Georgia and move to St. Johns County, from where we can ship to the entire southeast, Caribbean and South America. The grant is necessary to build this new facility and move to 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.

Brad Hollett Agent

Applicant Signature and Title

12/8/2020

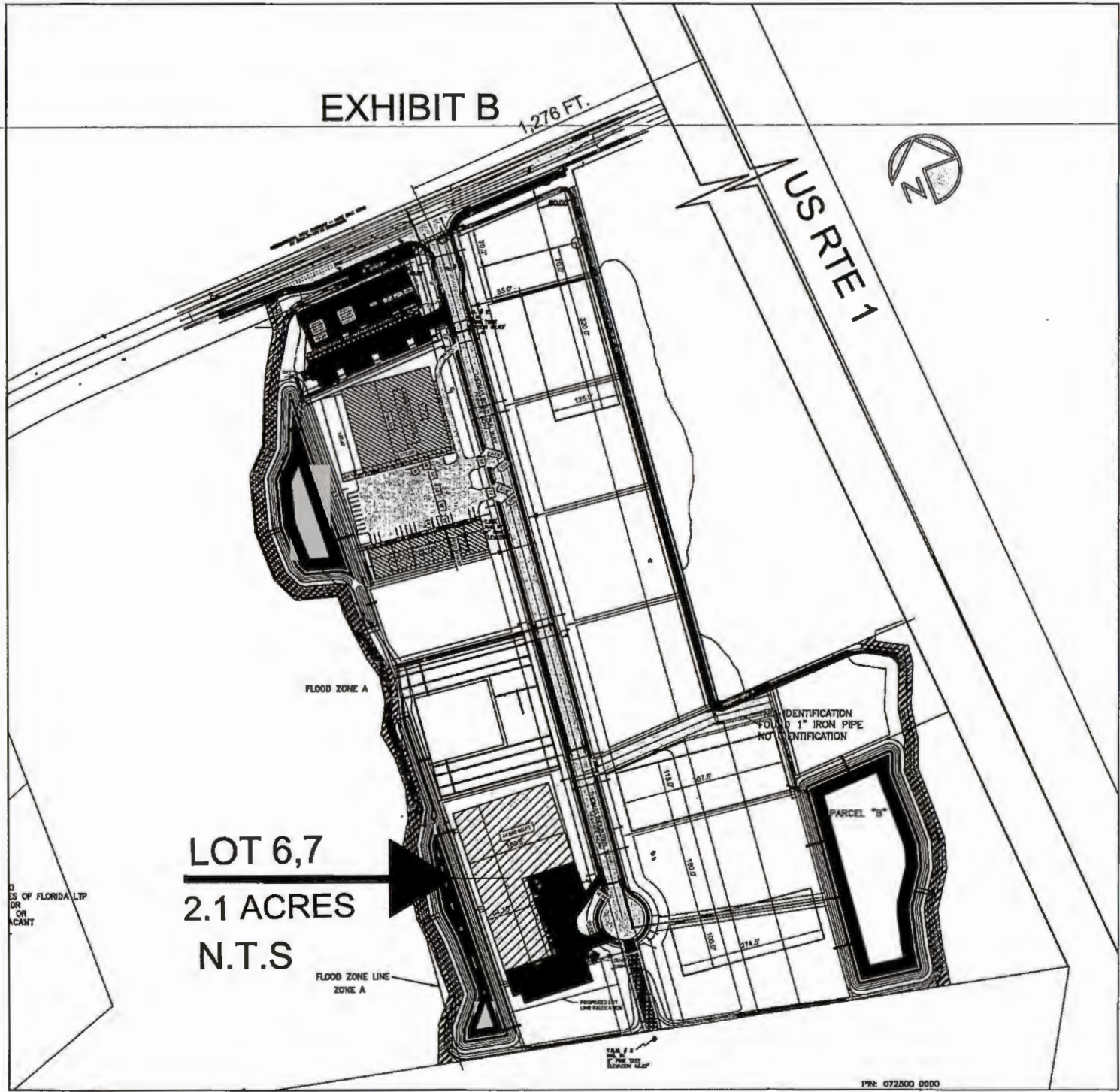
Date

EXHIBIT B

1,276 FT.



US RTE 1



LOT 6,7
2.1 ACRES
N.T.S

FLOOD ZONE A

FLOOD ZONE LINE
ZONE A

IDENTIFICATION
FOUND 1" IRON PIPE
NO IDENTIFICATION

PARCEL "B"

OF FLORIDA LTP
OR
NCANT

EXHIBIT B
NEW JOB PHASING SCHEDULE

[to be attached]

EXHIBIT B
NEW JOB PHASING SCHEDULE THROUGH 2026
INDUSTRIAL TRACTOR PARTS CO., INC.

4 th Quarter 2023 (ending December 31)	3 New Jobs
4 th Quarter 2024 (ending December 31)	1 New Job
4 th Quarter 2025 (ending December 31)	1 New Job
4 th Quarter 2026 (ending December 31)	<u>1 New Job</u>
Total by 4 th Quarter 2026	6 New Jobs

EXHIBIT C
COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION

[to be attached]

**ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
INDUSTRIAL TRACTOR PARTS CO, INC.**

Calculations based on County Ordinance 2014-30 and millage rates effective on October 1, 2020

Category: **New Industry**

POINTS AWARDED

Target Industry:	Manufacturing	2
Facility Size:	46,000 sq ft	1
New Employment:	6	0.5
Wage Rates:	125%+ avg. wage rate	2
Total Points		5.5

The applicant scored 5.5 points under the New Industry Category. Therefore, this project is eligible for an Economic Development Grant equal to 50% of impact and water/sewer connection fees paid to the county, two (2) years Ad Valorem tax (general county portion) on capital improvements and two (2) years tangible business personal property tax.

Total Value of Capital Improvements	4,000,000
Multiplied by County Millage Rate	0.46537%
Annual Ad Valorem Tax (general county portion)	18,614.80
Multiplied by # Eligible Years	2
Ad Valorem Tax (general county portion) Estimate =	37,229.60

Total Estimated Value of New Tangible Assets	100,000
Multiplied by County Millage Rate	0.46537%
Annual New Tangible Business Personal Property Tax (general county portion)	465.37
Multiplied by # Eligible Years	2
Total Tangible Business Personal Property Tax (general county portion)	930.74

Total Square Footage	46,000	
Impact Fee Category: Office (includes buy down % to promote Economic Development)	6,000 (\$3,833 per 1,000 sq ft)	22,998
Impact Fee Category: Warehousing (includes buy down % to promote Economic Development)	40,000 (\$722 per 1,000 sq ft)	28,880
Impact Fee Estimate (50%) =		25,939

Water/Sewer Total Unit Connection Fees Estimate (50%) = **14,045**

TOTAL ESTIMATED INCENTIVE **78,144**

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: **78,144**
Payout will consist of estimated annual installments of: **19,080**

*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.

RESOLUTION NO. 2021 - 190

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 INDUSTRIAL TRACTOR PARTS CO., INC. 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, INDUSTRIAL TRACTOR PARTS CO., INC. (INDUSTRIAL) submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to construct a building totaling approximately 46,000 square feet in St. Johns County for its business operations, which includes assembly, warehousing, sale and repair of undercarriage parts for crawler-type machines at a portion of parcel number 072450-0000, which will be divided and will have a new parcel number and address once the sale of the property to INDUSTRIAL TRACTOR PARTS CO. is finalized; and

WHEREAS, Industrial anticipates creating 6 new jobs at an average wage of \$61,333; and

WHEREAS, the AGENCY prepared a written report and presented the request to the Board of County Commissioners (BOARD) on February 2, 2021; 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) and up to 50% of fees collected by the County (impact fees and water/sewer connection fees), with an incentive value estimated to be \$78,144; 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 24 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,
Clerk of the Circuit Court & Comptroller

RENDITION DATE 5/6/21

By: [Signature]
Deputy Clerk



**FIRST AMENDED ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA,
Resolution No. 2022-460 AND INDUSTRIAL TRACTOR PARTS CO., INC.**

THIS FIRST AMENDMENT (First Amendment) to the Economic Development Grant Agreement (Agreement) approved by Resolution 2021-190, and executed May 25, 2021, 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 Industrial Tractor Parts Co., Inc. (Industrial), a company authorized to do business in the state of Florida, whose primary place of business is located at 28-15 14th Street, Long Island City, NY 11102.

RECITALS

WHEREAS, the County and Industrial entered into the Agreement on May 25, 2021; and

WHEREAS, the duration of the Agreement is from May 25, 2021, through and including September 30, 2028; and

WHEREAS, due to COVID-19 related issues as well as permitting issues causing unforeseen delays in construction, Industrial will not be able to complete the project as of December 31, 2022, making them ineligible for the grant as set forth in Section 10 of the Agreement; and

WHEREAS, Industrial submitted a written request to the County seeking to amend the Agreement to extend the construction completion term and adjust the other dates in the Agreement accordingly; 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 November 30, 2023, at the latest, and also adjust the other dates in the Agreement accordingly serves the collective interests of both the County and Industrial.

NOW THEREFORE, the County and Industrial (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 2 of the Agreement shall be amended to change the New Job Phasing Schedule date through 2027.

Section 2. Project Details.

The Project shall be restricted to the specific details contained in Industrial'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 ~~2026-2027~~, a copy of which is attached to this agreement as Exhibit B, which is incorporated into this agreement by reference.

Section 3 of the Agreement shall be amended to change the Agreement termination date to when the County submits the final payment of the County Economic Development Grant to Industrial, or on September 30, 2029, whichever occurs first.

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 Industrial, or on September 30, ~~2028-2029~~, whichever occurs first.

Section 5(a) of the Agreement shall be amended to update that the new full-time equivalent jobs are to be created by December 31, 2027, at the latest.

(a) Industrial represents that it will collectively provide at least 6 new full-time equivalent jobs in St. Johns County as a result of the project. The new full-time equivalent jobs are to be created by December 31, ~~2026-2027~~, at the latest. Subsequent new full-time equivalent jobs anticipated to be created shall be defined in Exhibit B.

Section 10(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 November 30, 2023, at the latest.

(b) Within 30 days of closing on the Property, Industrial shall provide the County with the Property's new parcel number and address. Industrial shall complete construction of the project and obtain a Certificate of Completion by ~~December 31, 2022~~ November 30, 2023.

Section 13(a) of the Agreement shall be amended to strike 2024 and add 2029, changing the eligible years to receive grant payments to the following fiscal years:

- | | |
|----------|----------|
| (1) 2025 | (4) 2028 |
| (2) 2026 | (5) 2029 |
| (3) 2027 | |

Exhibit B, the New Job Phasing Schedule, shall be amended as follows.

**New Job Phasing Schedule through ~~2026~~ 2027
INDUSTRIAL TRACTOR PARTS CO., INC.**

4th Quarter ~~2023~~ 2024 (ending December 31)

3 New Jobs

4th Quarter ~~2024~~ 2025 (ending December 31)
4th Quarter ~~2025~~ 2026 (ending December 31)
4th Quarter ~~2026~~ 2027 (ending December 31)
Total by 4th Quarter ~~2026~~ 2027

1 New Job
1 New Job
1 New Job
6 New Jobs

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 8 day of March, 2022.



ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Hunter S. Conrad
Hunter S. Conrad, 12/9/22
County Administrator

Legal Review by:

By: [Signature] 12/7/22
Office of the County Attorney

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

By: Crystal Smith
Deputy Clerk

INDUSTRIAL TRACTOR PARTS CO., INC.

By: [Signature]

WITNESS AS TO:

By: Isabel Almeida
Print: ISABEL ALMEIDA

Received

OCT 14 RECD



action . creativity . technology

To: Saint Johns County Economic Development Office
Jennifer Zuberer

Re: Industrial Tractor Parts, Co., Inc.
Economic Development Grant Agreement Extension Request
Res 2021-190

Jennifer,

This letter is a request for extension of the Res 2021-190 Agreement due to permitting issues and Covid 19 related delays. This development sustained heavy delays to getting Platted and Permitted for the main road and lots which has now been approved on February 22, 2022 and recorded in the Official Records M.B 112 PAGES 94-98. This has delayed the permitting and closing of Industrial Tractor Parts' lot 6,7,8 portion. We expect to receive the Civil Engineering Paving and Drainage Construction Permit on Monday 10-17-2022. We are unable to submit for the Clearance Sheet until that is approved. With today's delays due to Covid 19 worldwide product shortages and delays, we believe we can complete this building on or before November 30, 2023. This is a very large and complex building, for example the concrete slab resembles the construction of a 45,000sf bank vault at 10" thick with double rebar mats at 1ft on center throughout the building. Therefore it will take longer than conventional buildings to build. Please accept and approve our request for an extension of the date to receive the Certificate of Completion from 12-31-2022 until 11-30-2023 and adjust the other dates in the document accordingly.

Thanks for your consideration,

A handwritten signature in black ink, appearing to read 'Brad Hollett', is written over a faint, larger version of the signature.

Brad Hollett
Agent

ACT Architects, LLC

6903 Atlantic Blvd
License #AR92185 & AR98871

Jacksonville, Florida 32211

Res 2021-190

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN ST. JOHNS COUNTY, FLORIDA, AND INDUSTRIAL
TRACTOR PARTS CO., INC.**

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 **INDUSTRIAL TRACTOR PARTS CO., INC. (INDUSTRIAL)**, a New York corporation authorized to do business in Florida, whose primary place of business is located at 28-15 14th Street, Long Island City, NY 11102, this 25th day of MAY, 2021.

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

WHEREAS, **INDUSTRIAL** anticipates creating 6 new jobs at an average annual wage of \$61,333;

WHEREAS, **INDUSTRIAL** is constructing a building totaling approximately 46,000 square feet within St. Johns County, Florida for its business operations, which includes assembly, warehousing, sale and repair of undercarriage parts for crawler-type machines at a portion of parcel number 072450-0000, which will be divided and will have a new parcel number and address once the sale of the property to **INDUSTRIAL** is finalized (the Property); and

WHEREAS, in accordance with Ordinance 2014-30, **INDUSTRIAL** 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 collected by St. Johns County and fifty percent (50%) of 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 **INDUSTRIAL** (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 **INDUSTRIAL'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 2026, 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 upon execution by both parties and shall terminate when the County submits the final payment of the County Economic Development Grant to **INDUSTRIAL**, or on September 30, 2028, 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) **INDUSTRIAL** represents that it will collectively provide at least 6 new full-time equivalent jobs in St. Johns County as a result of the project. The new full-time equivalent jobs are to be created by December 31, 2026, at the latest. Subsequent new full-time equivalent jobs anticipated to be created shall be defined in Exhibit B.

(b) **INDUSTRIAL'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 **INDUSTRIAL** fulfills the full-time equivalent jobs requirement as set forth in subsection (a) above, the businesses shall be required to collectively 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) **INDUSTRIAL** represents that they will collectively provide wages at an average of at least \$61,333 in the aggregate for the new full-time equivalent jobs created in St. Johns County as a result of the project. The average wage of \$61,333 for the new full-time equivalent jobs is to be provided for each year a grant payment is requested.

(b) **INDUSTRIAL'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 **INDUSTRIAL** fulfills the 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 **INDUSTRIAL's** eligibility to receive County Economic Development Grant funds.

(c) If, at any time during the term of this agreement, the average wage of the new full-time equivalent jobs falls below \$61,333, the County may recalculate the amount of the Economic Development Grant based on Section 11.C of St. Johns County Ordinance 2014-30, as may be amended from time to time.

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

Prior to any submission of claim by **INDUSTRIAL** to the County for a County Economic Development Grant payment, **INDUSTRIAL** shall pay to the County a total amount equal to the general County portion of County ad valorem taxes, applicable impact fees, and applicable water and sewer connection fees for the project. It is expressly understood by the Parties that **INDUSTRIAL** shall pay the total amount of County ad valorem taxes as shown on **INDUSTRIAL's** tax bill prior to **INDUSTRIAL** 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 **INDUSTRIAL** relating to the capital investment and new full-time equivalent jobs contemplated under this agreement in order to determine the degree of **INDUSTRIAL's** compliance with this agreement, as well as **INDUSTRIAL'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 **INDUSTRIAL** for such purpose. **INDUSTRIAL** shall label any records provided to the County that contain trade secrets or proprietary information prior to such records being provided to the County.

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

(d) Upon written request by **INDUSTRIAL**, 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, **INDUSTRIAL** 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) Within 30 days of closing on the Property, **INDUSTRIAL** shall provide the County with the Property's new parcel number and address. **INDUSTRIAL** shall complete construction of the project and obtain a Certificate of Completion by December 31, 2022.

(c) Should the Board determine that **INDUSTRIAL** has failed to comply with the conditions set forth in Sections 5, 6, or 10(b) of this agreement, the Board shall notify **INDUSTRIAL** in writing of such non-compliance. **INDUSTRIAL** 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 **INDUSTRIAL's** compliance with the conditions set forth in the Boards notification or sufficiently sets forth all corrective action to be taken by **INDUSTRIAL** in order to come into compliance with the conditions set forth in Sections 5, 6, or 10(b) above.

(d) If **INDUSTRIAL** 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 **INDUSTRIAL**, 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, **INDUSTRIAL** represents that it will obtain all licenses and other authorizations to do business in the state of Florida and in St. Johns County prior to the first grant payment. **INDUSTRIAL** 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 **INDUSTRIAL** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

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

Section 12. Notice Regarding Grant Payments to INDUSTRIAL TRACTOR PARTS CO., INC.

(a) **INDUSTRIAL** 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, **INDUSTRIAL** 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 **INDUSTRIAL** 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; Re-Calculation of Total Amount Permitted.

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

- | | | | |
|-----|------|-----|------|
| (1) | 2024 | (4) | 2027 |
| (2) | 2025 | (5) | 2028 |
| (3) | 2026 | | |

(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 \$19,080. 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, **INDUSTRIAL'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 **INDUSTRIAL's** ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on **INDUSTRIAL's** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **INDUSTRIAL** under this agreement is \$78,144. However, nothing in this subsection shall entitle **INDUSTRIAL** to receive the maximum amount of funds if **INDUSTRIAL** would not be otherwise entitled to the funds according to **INDUSTRIAL's** grant calculation.

Section 14. 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 Office
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 **INDUSTRIAL** 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:

Brad Hollett
Industrial Tractor Parts Co., Inc.
4190 Belfort Road, Unit 450
Jacksonville, FL 32216

Section 15. Timeframe for INDUSTRIAL'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 **INDUSTRIAL**. **INDUSTRIAL** 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 **INDUSTRIAL** 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 **INDUSTRIAL** 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, **INDUSTRIAL** may apply to the agency for a single extension not to exceed 30 days.

Section 16. Amendments to this Agreement.

Both the County and **INDUSTRIAL** 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 **INDUSTRIAL**.

Section 17. Termination.

(a) This agreement may be terminated as provided in Section 1() of this document.

(b) The County may terminate this agreement if **INDUSTRIAL** 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.

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

Section 19. Public Records.

INDUSTRIAL 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.

IN WITNESS WHEREOF, the Parties have executed this agreement this _____ day of _____, 2021.

LEGALLY BY: [Signature]
Name
Date: 5/10/21

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

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



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

By: [Signature]

COMPANY

By: [Signature]
Name: MICHEL ANNA
Title: VICE PRESIDENT

WITNESS:

By: [Signature]
Print: ISABEL ALMEIDA

EXHIBIT A
APPLICATION
[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:

Assembly, warehousing, sale, and repair of undercarriage parts for crawler type machines, i.e. bulldozers, loaders, and excavators.

Type of Facility Development: new expansion speculative

If speculative space, what is the intended use:

Will the company purchase or lease existing space? Yes No

Estimated Square Footage of Facility Under Roof H/C: 46,000

Date construction is projected to begin: June 2021

Date facility will be complete and operational: December 2021

Is the property zoned to accommodate proposed use? Yes No

If not, what zoning change is required?

Number of new full time employees:

6

Total number of existing full time employees:

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

423810

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

None

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):

2 Managers @ \$90,000
1 Sales @ \$60,000
1 Clerical @ \$48,000
2 Warehouse @ \$40,000

Capital Investment Values:

Real Property (Land)

687,159

Real Property (Building)

4,000,000

Other taxable improvements

Tangible assets (Equipment)

100,000

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:

Assembly/warehousing/sales/repair facility with expanded office to move corporate headquarters in the future. St. Johns County chosen for access to I95, services, and quality of life. We also looked at many properties in Duval County but all were rejected due to high costs. The County would benefit from taxes generated and from local spending. Local equipment operators would benefit from our services. We intend to close our facility in Georgia and move to St. Johns County, from where we can ship to the entire southeast, Caribbean and South America. The grant is necessary to build this new facility and move to 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.

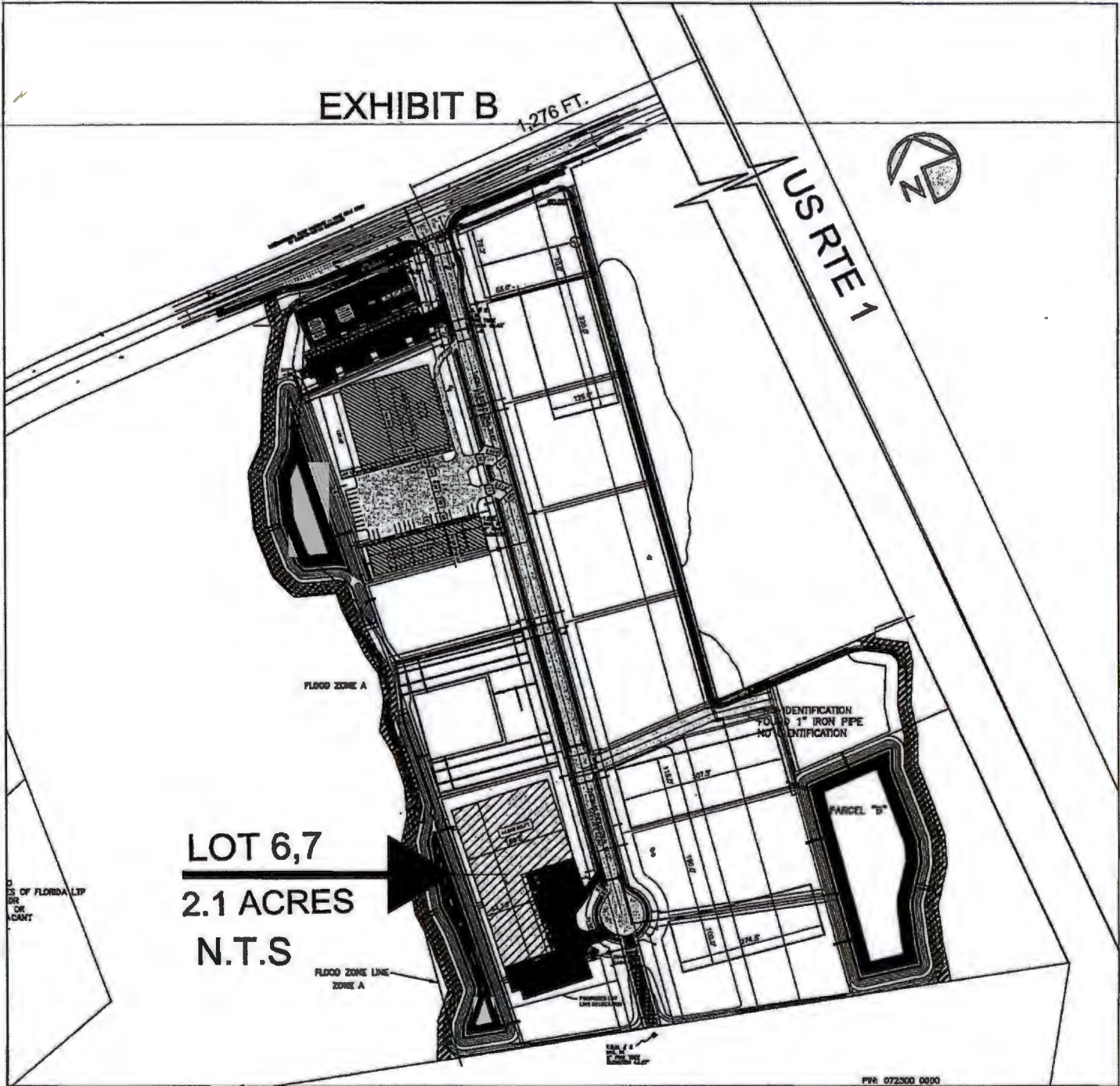
Brad Hollett Agent
Applicant Signature and Title

12/8/2020
Date

EXHIBIT B

1,276 FT.

US RTE 1



LOT 6,7
2.1 ACRES
N.T.S

FLOOD ZONE A

FLOOD ZONE LINE ZONE A

IDENTIFICATION FOR 3" IRON PIPE NO IDENTIFICATION

PARCEL "B"

ES OF FLORIDA LTP OR VACANT

EXHIBIT B
NEW JOB PHASING SCHEDULE
[to be attached]

EXHIBIT B
NEW JOB PHASING SCHEDULE THROUGH 2026
INDUSTRIAL TRACTOR PARTS CO., INC.

4 th Quarter 2023 (ending December 31)	3 New Jobs
4 th Quarter 2024 (ending December 31)	1 New Job
4 th Quarter 2025 (ending December 31)	1 New Job
4 th Quarter 2026 (ending December 31)	<u>1 New Job</u>
Total by 4 th Quarter 2026	6 New Jobs

EXHIBIT C
COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION
[to be attached]

**ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
INDUSTRIAL TRACTOR PARTS CO, INC.**

Calculations based on County Ordinance 2014-30 and millage rates effective on October 1, 2020

Category: **New Industry**

POINTS AWARDED

Target Industry:	Manufacturing	2	
Facility Size:	48,000 sq ft	1	
New Employment:	6	0.5	
Wage Rates:	125%+ avg. wage rate	2	
Total Points		5.5	

The applicant scored 5.5 points under the New Industry Category. Therefore, this project is eligible for an Economic Development Grant equal to 50% of impact and water/sewer connection fees paid to the county, two (2) years

Ad Valorem tax (general county portion) on capital improvements and two (2) years tangible business personal property tax.

Total Value of Capital Improvements	4,000,000
Multiplied by County Millage Rate	0.46537%
Annual Ad Valorem Tax (general county portion)	18,614.80
Multiplied by # Eligible Years	2
Ad Valorem Tax (general county portion) Estimate =	37,229.60

Total Estimated Value of New Tangible Assets	100,000
Multiplied by County Millage Rate	0.46537%
Annual New Tangible Business Personal Property Tax (general county portion)	465.37
Multiplied by # Eligible Years	2
Total Tangible Business Personal Property Tax (general county portion)	930.74

Total Square Footage	46,000	
Impact Fee Category: Office (includes buy down % to promote Economic Development)	6,000 (\$3,833 per 1,000 sq ft)	22,998
Impact Fee Category: Warehousing (includes buy down % to promote Economic Development)	40,000 (\$722 per 1,000 sq ft)	28,880
Impact Fee Estimate (50%) =		25,939

Water/Sewer Total Unit Connection Fees Estimate (50%) = **14,045**

TOTAL ESTIMATED INCENTIVE **78,144**

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: **78,144**
Payout will consist of estimated annual installments of: **19,080**

*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 1.5.21

RESOLUTION NO. 2021 - 190

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 INDUSTRIAL TRACTOR PARTS CO., INC. 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, INDUSTRIAL TRACTOR PARTS CO., INC. (INDUSTRIAL) submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to construct a building totaling approximately 46,000 square feet in St. Johns County for its business operations, which includes assembly, warehousing, sale and repair of undercarriage parts for crawler-type machines at a portion of parcel number 072450-0000, which will be divided and will have a new parcel number and address once the sale of the property to INDUSTRIAL TRACTOR PARTS CO. is finalized; and

WHEREAS, Industrial anticipates creating 6 new jobs at an average wage of \$61,333; and

WHEREAS, the AGENCY prepared a written report and presented the request to the Board of County Commissioners (BOARD) on February 2, 2021; 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) and up to 50% of fees collected by the County (impact fees and water/sewer connection fees), with an incentive value estimated to be \$78,144; 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.

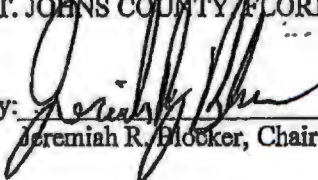
To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

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 27th day of May 2021.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

RENDITION DATE 5/6/21

By: 
Deputy Clerk

