

RESOLUTION NO. 87-55

RESOLUTION AND CERTIFICATE
OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, St. Johns County and the Division of Economic Development of The Department of Commerce have agreed to enter into an Agreement providing for the payment by the Division of \$225,000 to the County to be applied toward construction of approximately 3000 feet of two-lane roadway South from CR 208 to serve the Tensolite Corp. facility.

NOW THEREFORE BE IT RESOLVED this 31st day of March 1987 by the Board of County Commissioners of St. Johns County, Florida that the County hereby accepts future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County road system.

St. Johns County hereby certifies to the Division that Tensolite Corp., Inc. has secured the necessary permits and has initiated construction of the facilities referenced therein.

The Chairman of the Board of County Commissioners is hereby authorized to execute the above described agreement on behalf of the Board of County Commissioners.

In the event of termination, a return of funds in accordance with Paragraph 11 of the Agreement shall be promptly accomplished by the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Phyllis L. Lydon
Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: Cheryl Kent
Deputy Clerk

A G R E E M E N T

This Agreement, entered into this _____ day of _____ 1987, between the Division of Economic Development of the Florida Department of Commerce, hereinafter referred to as the "Division", and St. Johns County, Florida, hereinafter referred to as the "County".

W I T N E S S E T H:

WHEREAS, the Division has determined that the construction of a transportation project, hereinafter referred to as the "Project" and described in paragraph 1 below, is necessary to facilitate the economic development and growth of the state as contemplated by Section 288.063, Florida Statutes, and as set forth in the Economic Development Transportation Fund Application, attached hereto as Exhibit A, and

WHEREAS, the County is prepared to complete the Project at an estimated total cost of \$310,000.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth and agreed between the parties as follows:

1. The Project is described as follows:

Construct an approximately 24 foot wide paved road measuring approximately 3,000 feet in length from CR 208 to the facility site with a 100 foot right-of-way and swale drainage, and to make intersection improvements at CR 208 and the newly constructed road consisting of one right deceleration turn lane and one left turn lane in St. Johns County.

and is in connection with the location of facilities in the County by the following company:

TENSOLITE

2. The Division will transfer funds in the amount of \$225,000 to the County to be applied toward total direct Project costs when this Agreement is executed by the Division.

3. Funds transferred to the County by the Division upon execution of this Agreement shall be invested by the County, until their actual expenditure, in such income or revenue producing investments as authorized by law for other County funds. All income, interest or other revenues obtained from such investment shall be considered Division funds and shall be returned to the Division upon completion of the Project.

4. No expenditure of Project funds made available by the Division shall be made prior to satisfaction of the following:

a. Before any funds made available by the Division pursuant to this Agreement are expended by the County, the County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to the Division.

b. Before any funds made available by the Division pursuant to this Agreement are expended by the County, the County shall certify to the Division that the business entity referred to in paragraph 1 above has secured the necessary permits and initiated construction of the facilities referenced therein. If the County fails to provide such certification to the Division within 180 days after contract execution, the Division may, at its discretion, terminate this Agreement. In the event of such termination, a return of funds in accordance with paragraph 11 below shall be promptly accomplished by the County.

c. Before any funds made available by the Division pursuant to this Agreement are expended by the County, the County shall provide to the Division a copy of appropriate documentation substantiating that all required right-of-way has been obtained and meets the definition of right-of-way set forth in Section 334.03(16), Florida Statutes.

d. No expenditure of funds made available by the Division pursuant to this Agreement shall be made by the County prior to verification of invoices, statements or other related documents being duly submitted to the County for pre-audit and approval by the County.

5. Funds made available by the Division pursuant to this Agreement shall be expended solely for the purpose of the Project. No such funds shall be used for the purchase of any capital equipment nor for any legal action against the Division.

6. As an inducement to the transfer of funds referred to in paragraph 2 above, the County grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from the Division. The County shall be liable for all cost overruns on the Project.

7. The County agrees to design and construct the Project in accordance with standards promulgated by the Florida Department of Transportation (DOT) in accordance with Section 336.045 Florida Statutes, and to provide certification of same to the Division upon completion of the Project. Such certification shall be provided by a professional engineer registered in Florida who shall certify that all design and construction for the Project is in substantial conformance with the standards established by DOT pursuant to Section 336.045, Florida Statutes.

8. The County shall award construction of the project (if construction costs will exceed \$50,000 exclusive of local in-kind Project costs) to the lowest and best bidder, in accordance with applicable state and federal statutes and regulations.

9. The County further agrees:

a. To maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs of any nature incurred by the County in the performance of this Agreement and to retain said books, records, documents and other evidence for a period of three (3) years after termination of this Agreement.

b. The aforesaid records, books, documents and other evidence shall be subject at all times to inspection, review or audit by state personnel of the Office of Auditor General, Office of Comptroller and other state personnel authorized by the Division.

c. To include these aforementioned audit and recordkeeping requirements in contracts and subcontracts thereto entered into by the County with any party for work required in the performance of this Agreement.

d. To provide the Division on a quarterly basis with a report which shall contain a narrative description of the work completed according to the project schedule, a description of any change orders executed, and a budget summary detailing planned expenditures versus actual expenditures.

e. To provide the Division upon termination of this Agreement with a certification to the Division that the Project has been completed in compliance with the terms and conditions of this Agreement, and a report which shall specify (i) the total funds transferred to the County by the Division pursuant to this Agreement, (ii) the total income, interest or other revenues obtained from the investment of said funds, (iii) the total direct Project costs paid from funds made available by the Division pursuant to this Agreement, and (iv) the balance of any unexpended Project funds.

f. To provide copies to the Division of all audit reports made pursuant to Sections 11.45, 125.01(1)(X) and 218.33, Florida Statutes (1985), encompassing any and all Project records and documents made during the term of this Agreement. Said audit reports shall be forwarded by the County to the Division upon their completion.

g. The County shall act as an independent contractor and not as an employee of the Division in the performance of this Agreement. The County shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Division harmless from all claims, suits, judgments or damages arising from the County's performance of the tasks and duties which are the subject of this Agreement within the confines of Section 768.28, Florida Statutes.

10. Unless terminated earlier, the term of this Agreement shall commence on the date inscribed above and shall continue until completion of Project and payment of all costs or until May 31, 1987, unless actual construction of the Project has been initiated and is continuing at that date. In such case, the term of this Agreement shall continue until completion of the Project in a timely fashion and timely payment of all costs, but in no event shall this Agreement continue beyond June 30, 1987, unless extended by the parties pursuant to paragraph 14.a hereof.

11. Upon termination or expiration of this Agreement in any manner, any funds made available by the Division pursuant to this Agreement, that remain unexpended at that time shall be returned to the Division, and investment earnings, realized pursuant to paragraph 3 above, shall be returned to the Division.

12. Any Project funds made available by the Division pursuant to this Agreement which are determined by the Division to have been improperly expended by the County in violation of this Agreement or state requirements shall be promptly refunded in full to the Division.

13. This Agreement may be terminated by the Division in the event the County fails to perform or honor the requirements and provisions of this Agreement, upon no less than 24 hours' notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of such termination, a return of funds in accordance with paragraph 11 above shall be promptly accomplished by the County.

14. The County and the Division further agree:

a. This Agreement may be modified upon the written and mutual consent of the parties.

b. This Agreement is executed in duplicate originals.

15. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this seven (7) page Agreement the day and year first above written by their respective officials thereunto duly authorized.

DIVISION OF ECONOMIC DEVELOPMENT
FLORIDA DEPARTMENT OF COMMERCE

COUNTY COMMISSION
ST. JOHNS COUNTY, FLORIDA

BY: _____

BY: Phyllis L. Lydon

TITLE: _____

TITLE: Chairman

ATTEST: _____

ATTEST: Cheryl Kent

TITLE: _____

TITLE: Deputy Clerk

ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION

FLORIDA DEPARTMENT OF COMMERCE

DIVISION OF ECONOMIC DEVELOPMENT

RECEIVED

FEB 10 1987

OFFICE OF BUSINESS FINANCE

Date: November 26, 1986

Revised February 13, 1987

Project No. _____

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes pursuant to Section 288.063, and Rules 8-6.46 through 8-6.54 FDC adopted by the Division of Economic Development. Failure to do so can be cause for withdrawing tentative approval for funding, if a project is selected by the Division.

I. APPLICANT

Local Government Applicant St. Johns County, Florida
Name of Primary Contact Charles C. Space, County Engineer
Address P. O. Drawer 349, St. Augustine, Florida
32085-0349 Telephone 904 / 824-8131

II. COMPANY PROVIDING EMPLOYMENT (only one company may be listed)

Company Tensolite; Division of Carlisle Corporation
Primary Contact Dave Rowe Title V. P. Administration
Address Old Albany Post Road, Buchanan, New York 10511
Telephone 914 / 737-5600
Principal Business Activity Insulate Wire and Cable/Manufacturing
Type of Facility: New (X) Existing Business Expansion ()
Estimated Date to Begin Construction February 1987
Estimated Date to Complete Construction June 1, 1987
New Employment Generated 250
(Must be at least 100 if grant request is \$200,000 or more)
New Capital Investment Generated \$7,000,000.00
Briefly Describe the New Facility or the Expansion and Attach a
Rough Site Plan Phase I - 50,000 ft² plant - 5,000 ft² office
Phase 2 - Additional 50,000 ft² plant - 5,000 ft² office
Phase 3 - Additional 50,000 ft² plant - Total 150,000 ft²
10,000 ft² office

III. TRANSPORTATION PROJECT

Briefly Describe the Transportation Problem which is an Impediment to the Location or Expansion of the Company Described Above and Give its Importance in the Decision to Locate or Expand.

Present situation is unpaved with inadequate access and width;
Company requires 40,000 pound truck service.

Briefly Describe the Transportation Project Which will Solve the Transportation Problem.

Construction of a 3,000 feet of 24 foot wide paved road with swale drainage from County Road 208 to project. Right of Way width is 100 feet. Turn lanes, deceleration lanes, and right of way acquisition are also included.

Estimated Cost of Transportation Project:

Construction: \$ 214,000.00
Right-of-Way: \$ 62,000.00
Design & Engineering: \$ 30,000.00
Supervision & Inspection: \$ 4,000.00
Total Cost: \$ 310,000.00

Transportation Project Budget:

City: \$ N/A
County: \$ 34,000.00
Company: \$ 51,000.00

Request from Economic Development Transportation Fund
(Maximum of \$2,000,000): \$ 225,000.00

Total Cost (must be equal to Total Cost above): \$ 310,000.00

Estimated Date to Begin Construction: March 1987

Estimated Date to Complete Construction: June 1987

*Company and/or property owner will provide deed for part of right of way

If this application is for a city road, the city must agree to maintain the road. If a county road is involved, the county must agree to maintain the road. This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund.

DOT form, affidavit from applicant, and letter from new firm or affidavit from expanding firm must accompany application.

Please type: Phyllis L. Lydon
(Name)

Chairman, Board of County Commissioners
(Title)

Signature: *Phyllis L. Lydon*
(Signature must be that of responsible city or county official)

Specific Authority	288.063,	120.53(1)(a), F.S.
Laws Implemented	288.063,	120.53(1)(a), F.S.

FLORIDA DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT

I. IDENTIFICATION

Date: December 17, 1986

Project No.: _____ County: _____ DOT District: 2
(F.D.C. only)

Name of Project: Agricultural Center Rd. (Tensolite Co.)

Name of Designated Engineer: Connelly & Wicker Phone: () 249-7995

Address: 1301-D Penman Rd. City: Jacksonville, Fl. 32250

II. PROJECT INFORMATION

Location of Project (Road No.): U.S. _____ State _____ County / City _____

Person responsible for maintenance & upkeep: State _____ County / City _____
(If more than one is applicable, please indicate.)

Total length of project: 3,000 Feet

Brief description of project: Construction 3000' of 24' wide paved rd. with swale drainage from County Rd. 208 to project R/W-100' (turn lanes/de-

celeration lane/ R/W Acquisition)
Is there an alternative that would provide more cost effective access to the project? Yes () No (/)

If yes please describe: N/A

Person responsible for design: Name Connelly & Wicker

Address 1301-D Penman Rd. Jacksonville, Fl. 32250

Person responsible for construction: Name _____

Address _____

III. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE

Estimate total cost of project: \$ 310,000

Estimate cost of construction: \$ 214,000

Estimate cost of right-of-way: \$ 62,000

Estimate cost of design and engineering: \$ 34,000

Has design and engineering been completed? Yes () No (X)

Was cost overrun considered in total cost? Yes () No (X)

If yes how much? \$ _____

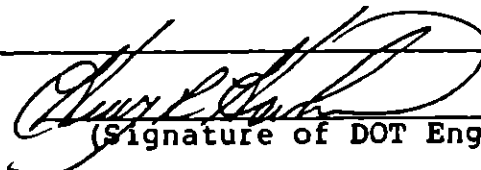
Is design in accordance with DOT specifications? Yes (X) No ()

Earliest date project could begin: _____

How many days estimated for completion: 130 days

DOT comments: _____

(A)



(Signature of DOT Engineer)