

RESOLUTION NO. 2007- 87

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE ECONOMIC DEVELOPMENT AGENCY CONTRACT WITH EAST COAST WELLS AND PUMP SERVICES ON BEHALF OF ST. JOHNS COUNTY, AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA as follows:

WHEREAS, East Coast Wells and Pump Services submitted an application to the Economic Development Agency requesting business incentives be considered for a business expansion; and

WHEREAS, The Economic Development Agency prepared a written report and presented same to the Board of County Commissioners on February 6, 2007; and

WHEREAS, The Board of County Commissioners approved the incentive calculation not to exceed \$32,866 and directed the County Attorney's office to prepare an agreement; and

WHEREAS, Each County Commissioner confirms that the attached Economic Development Grant Agreement does not accrue to his/her personal benefit, and that in the County Commissioners' professional judgment, the Economic Development Grant Agreement is necessary to attract the proposed project; and

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida (Board) approves the Economic Development Agency Contract with East Coast Wells and Pump Services.

Section 3. The Board of County Commissioners authorizes the County Administrator to execute the Economic Development Agency Contract with East Coast Wells and Pump Services.

DULY ADOPTED BY THE GOVERNING BOARD OF ST. JOHNS COUNTY, FLORIDA this 20<sup>th</sup> day of March, 2007.

ATTEST:

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

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_

Clerk

RENDITION DATE 3/21/07

**ECONOMIC DEVELOPMENT  
GRANT AGREEMENT**

**THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (“Agreement”)** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between **St. Johns County, Florida (“County”)**, a political subdivision of the State of Florida, located at 4020 Lewis Speedway, St. Augustine, Florida, and **East Coast Wells and Pump Services, Incorporated (“East Coast”)**, a Florida corporation, located at 1571 Northwood Drive, St. Augustine, Florida 32084.

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

**WHEREAS**, consistent with Section 125.045, Florida Statutes, **St. Johns County, Florida**, through **County Ordinance 2006-99, as amended**, adopted and implemented a St. Johns County Business Incentive Program, for the purpose of providing economic development grants for private enterprises (including developers of industrial/warehouse space) that meet both the criteria established under **County Ordinance 2006-99, as amended**, and receive the Board of County Commissioners’ recommendation that an Economic Development Grant be awarded; and

**WHEREAS**, **East Coast**, on **September 20, 2006**, submitted to the **County** an Application for an Economic Development Grant under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**; and

**WHEREAS**, the St. Johns County Public Economic Development Agency (“**Public Agency**”) has reviewed **East Coast’s** Submitted Application for an Economic Development Grant under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**; and

**WHEREAS**, the **Public Agency** has issued a Report that evaluates **East Coast's** Submitted Application for an Economic Development Grant under the criteria, methodology, and rationale set forth in **County Ordinance 2006-99, as amended**.

**NOW THEREFORE**, the parties hereto, for, and in consideration of, the mutual covenants and conditions hereinafter expressed do hereby agree as follows:

**Section 1. Findings.**

The above Recitals are incorporated by reference into the body of this **Agreement**, and such Recitals are adopted as Findings of Fact.

**Section 2. Details and/or Parameters of East Coast's Project.**

The details and/or parameters of **East Coast's** Project are contained in **East Coast's** Application for an Economic Development Grant, which was submitted to the **County** on **September 20, 2006**, and which is attached hereto, and incorporated herein.

**Section 3. Expedited Processing of Permitting.**

To the extent necessary, and for as long as **East Coast** is engaged in constructing its facility, noted in **Exhibit A**, and located within the **County**, the **County Administrator** may, upon a written request from **East Coast**, direct **County** staff to expedite, to the extent both practicable and permissible, the **County's** permitting process to which this Grant Application applies.

**Section 4. Duration of Agreement.**

The duration of this **Agreement** runs from **April 1, 2007, through and including, September 30, 2017**.

**Section 5. Agreement May Not Be Assigned.**

In light of the scope and rationale for this **Agreement**, **East Coast** may not assign, transfer, or sell any of the rights noted in this **Agreement**. Any attempt to assign, transfer, or sell any of the rights noted in this **Agreement** by **East Coast**, or an affiliate, subsidiary, or parent company of **East Coast**, is specifically prohibited. Should **East Coast**, or an affiliate, subsidiary, or parent company of **East Coast** assign, transfer, or sell any of the rights noted in this **Agreement**, such action, or attempted action, shall constitute an automatic termination of this **Agreement**, and will not require further notification to **East Coast** by the **County**, as to the automatic termination of this **Agreement**.

## Section 6. Severability.

If any word, phrase, sentence, part, provision, subsection, section, article, exhibit, or other portion of this **Agreement**, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, provision, subsection, section, article, exhibit, or other portion of this **Agreement**, or the proscribed application thereof, shall be severable, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

## Section 7. Definitions.

- a) *Board* means the Board of County Commissioners of St. Johns County, Florida.
- b) *County* means St. Johns County, a political subdivision of the State of Florida.
- c) *County Administrator* means the County Administrator of St. Johns County, and/or designees of the County Administrator.
- d) *County Fiscal Year* means and shall reference the period of time from October 1 of one calendar year, up to, and including September 30 of the following calendar year.
- e) *County Ordinance 2006-99* means St. Johns County Ordinance 2006-99, as amended, which among other things, adopted, and implemented a County Business Incentive Program, created a Public Economic Development Agency, and authorized expenditure of County Funds for Economic Development Grants.
- f) *Full-time Equivalent Jobs* mean full-time equivalent positions; as such, terms are consistent with terms used by the Florida Department of Labor and Employment Security, and the United States Department of Labor for purposes of unemployment compensation tax administration, and employment estimation, resulting directly for a Project in the County. This number shall not include temporary construction jobs involved in the construction of facilities for the Project, or any jobs, which have previously been included in any application for tax refunds under Section 288.1045, or 288.106, Florida Statutes.
- g) *Grant Agreement* means a written agreement between the **County** and **East Coast** that establishes the details of an Economic Development Grant, and that is a pre-condition to **East Coast** being able to submit a claim for an Economic Development Grant Payment.
- h) *Program* means the St. Johns County Business Incentive Program, which is attached as an Exhibit to St. Johns County Ordinance 2006-99, as amended.
- i) *Project* means the creation of a new business within St. Johns County, or the re-location of a new business from outside the County, and/or the expansion of an existing business within the County, and/or development of speculative space for industrial or office use.

- j) *Public Agency* means the public economic development agency that is created by St. Johns County Ordinance 2006-99, as amended.

**Section 8. Total Number of New Full-Time Equivalent Jobs in County.**

Consistent with **East Coast's** Application for a **County** Economic Development Grant, **East Coast** will provide at least **twenty (20)** Full-Time Equivalent Jobs in the **County** as a result of the Project. The **twenty (20)** Full-Time Equivalent Jobs will represent an increase of at least **ten (10)** additional jobs to the job market in the **County**.

**Section 9. Average Wage of the Full-Time Equivalent Jobs.**

Consistent with **East Coast's** Application for a **County** Economic Development Grant, **\$31,200.00 (thirty-one thousand, two hundred dollars)** represents the average wage of the new Full-Time Equivalent Jobs that **East Coast** will provide in the **County** as a result of the Project.

**Section 10. Time Schedule for Placing and Activating Jobs in County.**

Consistent with **East Coast's** Application for a **County** Economic Development Grant, **East Coast** estimates that it will commence the Project during **June 2007**, and complete the Project on, or before, **October 31, 2008**. As a result, the new Full-Time Equivalent Jobs that **East Coast** will provide in the **County** as a result of the Project should be activated no later than **January 31, 2009**.

**Section 11. Amount Paid by East Coast in Fees and/or Taxes Prior to East Coast Submitting a Claim for Grant Payment, Re-calculation and/or Adjustment of Fees and/or Taxes.**

Unless re-calculated and/or adjusted, as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **East Coast**, or issuance of any Grant Payment by the **County**, **East Coast** will have paid to the **County**, an amount totaling **\$12,893.00 (twelve thousand, eight hundred ninety-three dollars)**, in **County Impact Fees**. It is expressly understood that such **County Impact Fees** will have been paid prior to **East Coast** applying for, and/or receiving a **County** Grant Payment for any eligible **County Fiscal Year**.

Unless re-calculated and/or adjusted, as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **East Coast**, or issuance of any Grant Payment by the **County**, **East Coast** will have paid to the **County**, an amount totaling **\$2,156.00 (two thousand, one hundred fifty-six dollars)**, in **County Water Unit Connection Fees**. It is expressly understood that such **County Water Unit Connection Fees** will have been paid prior to **East Coast** applying for, and/or receiving a **County** Grant Payment for any eligible **County Fiscal Year**.

Unless re-calculated and/or adjusted, as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **East Coast**, or issuance of any Grant Payment by the **County**, **East Coast** will have paid to the **County**, an amount totaling **\$2,739.00 (two thousand, seven hundred thirty-nine dollars)**, in **County Sewer Unit Connection Fees**. It is expressly understood that such **County Sewer Unit Connection Fees** will have been paid prior to **East Coast** applying for, and/or receiving a **County Grant Payment** for any eligible **County Fiscal Year**.

Unless recalculated and/or adjusted, as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **East Coast**, or issuance of any Grant Payment by the **County**, **East Coast** will have paid to the **County**, an amount totaling **\$1,306.00 (one thousand, three hundred six dollars)**, in **County Ad Valorem Taxes**. The amount referenced totals the general **County** portion of **County Ad Valorem Taxes** paid by **East Coast** in one **County Fiscal Year**. Moreover, it is expressly understood that the above-referenced amount of **County Ad Valorem Taxes** (to the extent not adjusted by increasing property values/assessments) will have been paid by **East Coast**, prior to **East Coast** applying for, and/or receiving a **County Grant Payment** in any eligible **County Fiscal Year**.

Unless re-calculated and/or adjusted, as noted elsewhere in this Section, then prior to the submission of any claim for Grant Payment by **East Coast**, or issuance of any Grant Payment by the **County**, **East Coast** will have paid to the **County**, an amount totaling **\$2,464.00 (two thousand, four hundred sixty-four dollars)**, in **County Tangible Personal Property Taxes**. The amount referenced totals the general **County** portion of **County Tangible Personal Property Taxes** paid by **East Coast** in one **County Fiscal Year**. Moreover, it is expressly understood that **County Tangible Personal Property Taxes** (in whatever amount assessed/owed) will have been paid prior to **East Coast** applying for, and/or receiving a **County Grant Payment** in any eligible **County Fiscal Year**.

In order to accommodate changed circumstances regarding the nature and/or scope of the Project, the actual amount of fees and/or taxes paid by **East Coast** prior to submitting a claim for Grant Payment may be re-calculated and/or adjusted by the **County**, in order to reflect and/or account for such changed circumstances.

## **Section 12. Authority of Board to Review and Verify Financial and Personnel Records of East Coast in Order to Determine Degree of Compliance.**

The **Board** (or where delegated, the **Board's** designee) specifically and explicitly reserves the right to review, inspect, and/or examine the financial and personnel records of **East Coast**, that are necessary and/or applicable, in order to determine the degree of **East Coast's** compliance with this **Agreement**, or any applicable term, condition, provision, or requirement contained in **County Ordinance 2006-99, as amended**.

Further, the **Board** (or where delegated, the **Board's** designee) specifically and explicitly reserves the right to review, inspect, and/or examine any, and all, data, correspondence,

information, and documents of **East Coast** that are necessary and/or applicable, in order to determine the degree of **East Coast's** compliance with this **Agreement**, or any applicable term, condition, provision, or requirement contained in **County Ordinance 2006-99, as amended**.

**Section 13. Date After Which East Coast May File a Claim for Grant Payment; Consequences of Not Timely Filing for a Grant Payment.**

Consistent with **County Ordinance 2006-99, as amended**, the first **County Grant Payment** will be available to **East Coast**, and may be distributed/issued to **East Coast**, during the **County Fiscal Year** that the capital investment/capital investments is/are recognized on the **County's** ad valorem tax roll.

For each **County Fiscal Year** that **East Coast** is eligible for a Grant Payment from the **County**, **East Coast** may file a claim for a Grant Payment at any time during that eligible **County Fiscal Year**.

Should **East Coast** not file a claim for a Grant Payment during an eligible **County Fiscal Year**, then **East Coast** shall have waived its right to such a Grant Payment for that particular eligible **County Fiscal Year**. Consequently, unless the Board specifically grants Special Relief, **East Coast** will not be entitled to a Grant Payment for that particular **County Fiscal Year**. A waiver by **East Coast** for a particular **County Fiscal Year** will not affect **East Coast's** ability to file for a Grant Payment in any other eligible **County Fiscal Year**.

**Section 14. East Coast's Performance Conditions; Consequences of Non-Compliance.**

In order to remain eligible for a Grant Payment, **East Coast** must abide by, and comply with, the provisions set forth in this **Agreement**, and any applicable provisions of **County Ordinance 2006-99, as amended**, including any attached and incorporated Exhibits. Moreover, **East Coast** must complete its Project no later than **October 31, 2008**.

Should the **Board** determine that **East Coast** is in non-compliance with any of the above-noted performance conditions, then the **County Administrator**, on behalf of the **County**, shall promptly notify (and in any event, no later than thirty (30) days after the **Board** makes such a determination of non-compliance) **East Coast** of such non-compliance. Thereafter, from the date of notification, **East Coast** will have an additional thirty (30) days in which to submit written information that documents **East Coast's** compliance with the above-noted performance conditions, or documents that **East Coast** has taken such corrective action necessary, in order to once again comply with the above-noted performance conditions. Should **East Coast** remain in non-compliance thirty (30) days after notification from the **County Administrator**, then this **Agreement** may be terminated in the manner set forth elsewhere in this **Agreement**.

**Section 15. Conditions Associated With Grant Payment(s) to East Coast.**

No Grant Payment shall be made during any eligible **County Fiscal Year** unless, and until, **East Coast** submits a claim for Grant Payment, and the claim for Grant Payment is approved by the **County Administrator** in the manner set forth in **County Ordinance 2006-99, as amended**.

**East Coast** may submit a claim for a scheduled Grant Payment only once each **County Fiscal Year**, unless the **County Administrator** determines that a second or third claim is necessary and appropriate.

**East Coast** shall submit a claim for Grant Payment to the **County Administrator**.

As noted elsewhere in this **Agreement**, the claim for **Grant Payment** submitted by **East Coast** must be filed during the eligible **County Fiscal Year**.

If not already provided, then **East Coast's** first claim for Grant Payment shall contain **East Coast's** authorization to deliver this **Agreement** to the **County Administrator** and to disclose the contents of this **Agreement** to the public.

The claim for Grant Payment submitted by **East Coast** must include a copy of all receipts, or relevant data or documentation related to the achievement of each applicable performance condition specified in this **Agreement**.

The amount requested by **East Coast** as a Grant Payment, may not exceed the amount specified in this **Agreement** for the particular eligible **County Fiscal Year**.

Upon the **County Administrator's** receipt of **East Coast's** claim for Grant Payment the **County Administrator** shall investigate and determine whether **East Coast** has met, and complied with, all applicable terms and conditions in this **Agreement** necessary in order to remain eligible for the Grant Payment, and the **Board** has appropriated the funds necessary to make the Grant Payment. At such time as the **County Administrator** has determined **East Coast's** compliance with this **Agreement**, and the **Board's** appropriation of such funds, the **County Administrator** shall approve **East Coast's** claim for Grant Payment.

Upon the **County Administrator's** approval of **East Coast's** claim for Grant Payment, the **County** shall process such claim, and after such processing, the **County** shall issue a check to **East Coast** in the amount of the approved Grant Payment.

**Section 16. Acknowledgment by East Coast that Compliance with Terms and Conditions of Agreement is Condition Precedent to Receipt of Grant Payment; Consequences of East Coast Failing to Comply.**

By executing this **Agreement**, **East Coast** understands, agrees, and acknowledges that compliance with all applicable terms, conditions, provisions, and requirements of this

**Agreement** is a condition precedent to **East Coast** receiving one or more Grant Payments from the **County**.

By executing this **Agreement**, **East Coast** further understands, agrees, and acknowledges that the failure of **East Coast** to comply with all applicable terms, conditions, provisions, and requirements of this **Agreement** shall result in **East Coast** losing/forfeiting its eligibility for a **County** Grant Payment for each **County Fiscal Year** that **East Coast** is not in compliance with this **Agreement**.

#### **Section 17. Required Notice Concerning Grant Payment to East Coast.**

Pursuant to **County Ordinance 2006-99**, as amended, the following notice is included in this **Agreement**:

**This Grant Agreement is neither a general obligation of St. Johns County, nor is it backed by the full faith and credit of St. Johns County. Payment of each grant payment is conditioned on, and subject to, specific annual appropriations by the Board of County Commissioners of St. Johns County of monies sufficient to pay the grant payment due that year.**

#### **Section 18. Effect of Shortfall and/or Unavailability of Funds to Pay Grant Payment.**

It is specifically noted that if grant funds are not available in one or more years, **East Coast** is not entitled to receive one or more **County** Grant Payments in a succeeding **County Fiscal Year**, in order to make-up for the shortfall, and/or unavailability in grant funds, unless the **Board** specifically, and expressly, authorizes such **County** Grant Payments by **County** Resolution, which will also be noted in an amendment to this **Agreement**.

#### **Section 19. Total Amount of Economic Development Grant; Re-calculation of Total Amount Permitted.**

Consistent with, and based on, the methodology noted in **County Ordinance 2006-99**, as amended, and including any Exhibits, the total amount of the **County Economic Development Grant** available to **East Coast** is **\$32,866.00 (thirty-two thousand, eight hundred sixty-six dollars)**.

Consistent with, and based on the methodology noted in **County Ordinance 2006-99**, as amended, and including any Exhibits, the total amount of the **County Economic Grant** (which is referred to throughout this **Agreement** as the **County** Grant Payment) represents the annual general **County** portion of the ad valorem tax, and the annual tangible personal property tax (if applicable).

The **County** Grant Payment will be issued/distributed in 9 annual installments over a 9-year timeframe.

**Section 20. Eligible County Fiscal Years Under this Agreement.**

For purposes of this Agreement, the following represent the eligible County Fiscal Years: 1) 2009; 2) 2010; 3) 2011; 4) 2012; 5) 2013; 6) 2014; 7) 2015; 8) 2016; and 9) 2017.

**Section 21. Amount of Grant Payment in Each Eligible County Fiscal Year.**

If all the conditions set forth in this Agreement, and/or County Ordinance 2006-99, as amended, are met by East Coast, then East Coast may receive a County Grant Payment in the amount of \$3,770.00 (three thousand, seven hundred seventy dollars) in eligible County Fiscal Years 2009, 2010, 2011, 2012, 2013, 2014, 2015, and 2016.

If all the conditions set forth in this Agreement, and/or County Ordinance 2006-99, as amended, are met by East Coast, then East Coast may receive a County Grant Payment in the amount of \$2,706.00 (two thousand, seven hundred six dollars) in eligible County Fiscal Year 2017.

In any given eligible County Fiscal Year the amount of a County Grant Payment paid to East Coast may be adjusted to reflect an increase in property values.

Nevertheless, it is expressly noted that the total amount that East Coast may receive in the form of one or more County Grant Payments shall not exceed \$32,866.00 (thirty-two thousand, eight hundred sixty-six dollars), which amount represents the maximum incentive, unless the Board approves an amendment to the maximum incentive.

**Section 22. Furnishing Notices to County and East Coast.**

All Official Notices to the County shall be delivered either by hand (receipt of delivery), or by certified mail to:

**County Administrator**  
4020 Lewis Speedway  
St. Augustine, Florida 32084

With a copy to Attorney for the Public Agency:

**County Attorney**  
4020 Lewis Speedway  
St. Augustine, Florida 32084

All Official Notices to **East Coast** shall be delivered either by hand (receipt of delivery), or by certified mail to:

**East Coast Wells and Pump Services**  
1571 Northwood Drive  
St. Augustine, Florida 32084

All correspondence, not classified and defined as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

**Section 23. Timeframe for Required Approval, Acceptance, and Execution of this Agreement by East Coast; Consequences of Failure to Timely Execute this Agreement by East Coast.**

Consistent with **County Ordinance 2006-99, as amended** **East Coast** has thirty (30) days from the date that this **Agreement** is approved by the **Board**, in which to execute and deliver two (2) copies of this **Agreement** to the Public Agency.

Consistent with **County Ordinance 2006-99, as amended**, in the event that **East Coast** does not execute and deliver two (2) copies of this **Agreement** within the thirty (30) day timeframe noted above, the effect of such failure on the part of **East Coast** shall result in the automatic termination of the **Board's** approval of this **Agreement**. Consequently, upon the occurrence of such circumstances, this **Agreement** shall be deemed rejected by the **Board**, and therefore, void, and having no further effect. Moreover, upon the occurrence of such circumstances, neither the **County**, nor the **Board** is required to give/deliver any notice, official or otherwise, of such rejection on the part of **East Coast**.

**Section 24. Amendments to this Agreement.**

Both the **County** and **East Coast** acknowledge that this **Agreement** constitutes the complete agreement and understanding of the parties.

Further, both the **County** and **East Coast** acknowledge that any change, amendment, modification, revision, or extension of this **Agreement** (other than termination as noted elsewhere in this **Agreement**) shall be in writing, and shall be executed by duly authorized representatives of both the **County**, and **East Coast**.

**Section 25. Termination of Agreement.**

A) This **Agreement** is automatically terminated should **East Coast** fail to abide by, or comply with, any term, condition, provision, or requirement stated in this **Agreement**, or in any authorized and executed **Amendment** to this **Agreement**, for which adherence to, or compliance with, is mandated (under **County Ordinance 2006-99, as amended**, this **Agreement**, or **Amendment** to this **Agreement**).

B) This **Agreement** may be terminated by the **County** should the **Board** determine that **East Coast** is not adhering to, or complying with, any term, condition, provision of requirement of this **Agreement**, or **Amendment** to this **Agreement**, that is necessary for **East Coast** maintaining its eligibility for receiving a Grant Payment for any **County Fiscal Year** that this **Agreement**, or **Amendment** to this **Agreement**, is in effect.

**Section 26. Governing Law/Venue.**

This **Agreement** shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this **Agreement** shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

BY: \_\_\_\_\_  
County Administrator

**ATTEST: CHERYL STRICKLAND, CLERK**

BY: \_\_\_\_\_

**EAST COAST WELLS AND PUMPS**

BY: \_\_\_\_\_

**WITNESS AS TO:**

\_\_\_\_\_

\_\_\_\_\_

**OR**

**CORPORATE SEAL**

**ST. JOHNS COUNTY  
ECONOMIC DEVELOPMENT INCENTIVE APPLICATION**

Applicant's name: East Coast Wells + Pump Services  
Karl D. Swindull

Federal Employer Identification Number: 59-345 7276

State Sales Tax Registration Number: n/a

Current Company Headquarters and address: 1571 Northwood Dr. Acres  
St. Augustine, FL 32084  
904-824-6630

Primary Contact Person: Karl D. Swindull

Primary Contact Person Title: Owner

Primary Contact Person Address: 2061 Deerwood Acres Dr.  
St. Aug FL 32084

Contact Person Phone: (business): (904) 824-6630

Contact Person Cell: (904) 669-5178

Contact Person Fax: (904) 826-3668

Contact Person E-mail: swindull @ AOL.com

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

If 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:

Karl D. Swindull is President of East Coast Wells + Pump Services in business in St. Johns County for 25 years. We are expanding our existing business and building speculative space which adjoins to Davis Industrial Park owned by Richard Davis of R+D Development

Type of Facility Development:       new       expansion       speculative

If speculative space, what is the intended use:      Industrial Warehouse + Office

Date construction is projected to begin:      Nov 2006

Date facility will be complete and operational:      Dec 2007

Estimated Square Footage of Facility Under Roof H/C:      28,000 sq. ft.

Number of full-time employees to be employed:      10 additional

Total number of full-time employees currently employed:      10

4-digit SIC Code for all activities included in the project:      n/a

Will the applicant be applying for other local, State, or Federal grants and/or incentives? If so, please define:      No

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

n/a

Capital Investment Values:

Breakdown

Spec.		Exist. BLS
250,000	RP	250,000
179,500	Fac.	202,500
187,500	Infra.	62,500

Real Property

\$ 650,000.00

Facility Value

\$ 1,282,000.00

Infrastructure to be public

n/a

Infrastructure private

\$ 250,000.00

Tangible assets

\$ 400,000.00

will increase by 500,000 with expansion

Description of the proposed project explaining the desire to expand, locate or build within St. Johns County. 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:  
 We have owned property located @ this address for 15+ years. I have a lifelong residence + wish to expand my current business operation of East Coast Wells + Pump Service Inc, while at the same time building 28,000 sq.ft. of speculative space that will provide an opportunity for other businesses such as mine to afford expansion + therefore growth opportunities.

Submit a Site Plan:

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

Karl David Swartz  
 Applicant Signature and Title

9/20/06  
 Date

