

RESOLUTION NO. 2014 - 139

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 IDEAL DEALS, LLC, ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, IDEAL DEALS, LLC submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to purchase a vacant 145,000 square-foot industrial building at 3200 Parker Drive in St. Augustine, Florida to serve as its new corporate headquarters and manufacturing operation; and

WHEREAS, IDEAL DEALS, LLC anticipates creating a minimum of 105 new jobs at an average wage of \$40,000; and

WHEREAS, the AGENCY prepared a written report and presented the request to the Board of County Commissioners (BOARD) on December 4, 2013; and

WHEREAS, the BOARD approved the incentive request for two (2) years of Tangible Personal Property Taxes (general county portion) on equipment valued at \$2,000,000 for this project, with an incentive value estimated to be \$21,560; 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 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 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.

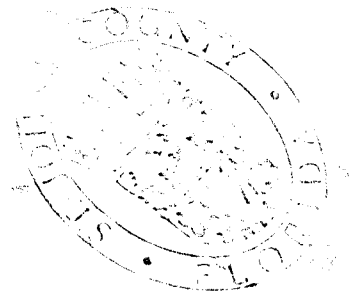
PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 20th day of May 2014.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 5/22/14

ECONOMIC DEVELOPMENT GRANT AGREEMENT

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 **Ideal Deals, LLC (IDEAL)**, an aluminum products manufacturer, whose primary place of business is located at 3200 Parker Drive, St. Augustine, Florida 32084, this ____ day of _____, 2014.

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 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 which meet the criteria established under the ordinance, and **IDEAL** received a favorable recommendation for award of an Economic Development Grant by the Board of County Commissioners; and

WHEREAS, **IDEAL** anticipates creating 115 new jobs at an average wage of \$40,000;

WHEREAS, **IDEAL** purchased a building totaling approximately 145,000 square feet at 3200 Parker Drive in St. Johns County, Florida to serve as its corporate headquarters and manufacturing operations; and

WHEREAS, in accordance with Ordinance 2006-99, as amended, **IDEAL** submitted an application to the County for the award of an Economic Development Grant, seeking incentives to reimburse one hundred percent (100%) of the general County portion of tangible personal property taxes paid for two (2) years associated with the project; and

WHEREAS, in accordance with Ordinance 2006-99, as amended, or its successor in function, 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 **IDEAL** (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 **IDEAL'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 2016, a copy of which is attached to this agreement as Exhibit B, which are incorporated into this agreement by reference.

Section 3. Duration.

This agreement shall be effective from _____, 20___, until _____, 20 ___, or until the County submits the final payment of the County Economic Development Grant to **IDEAL**, whichever occurs first.

Section 4. Definitions.

Unless stated otherwise in this agreement, all terms that are defined in Ordinance 2006-99, as amended, or its successor in function, shall have the same meaning as is set forth therein.

Section 5. Total Number of New Full-Time Equivalent Jobs.

(a) **IDEAL** represents that they will provide at least 105 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, 2016, at the latest.

(b) **IDEAL'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 **IDEAL** fulfills its full-time equivalent jobs requirement as set forth in subsection (a) above, it shall be required to 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) **IDEAL** represents that it will provide wages at an average of at least \$40,000 in the aggregate for the new full-time equivalent jobs in St. Johns County as a result of the project.

(b) **IDEAL'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 **IDEAL** fulfills its 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 **IDEAL'S** eligibility to receive County Economic Development Grant funds.

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

Prior to any submission of claim by **IDEAL** to the County for a County Economic Development Grant payment, **IDEAL** 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 **IDEAL** shall pay the total amount of County ad valorem taxes as shown on **IDEAL'S** tax bill prior to **IDEAL** 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 **IDEAL** relating to the capital investment and new full-time equivalent jobs contemplated under this agreement in order to determine the degree of **IDEAL'S** compliance with this agreement, as well as **IDEAL'S** compliance with the applicable provisions of Ordinance 2006-99, as amended, or its successor in function, 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 **IDEAL** for such purpose.

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 **IDEAL** is eligible for an Economic Development Grant payment, **IDEAL** 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 2006-99, as amended, or that Ordinance's successor in function.

(c) If **IDEAL** fails to timely submit a claim to the County for an Economic Development Grant payment during any eligible fiscal year, then **IDEAL** shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect **IDEAL'S** right to seek Economic Development Grant payments in any other fiscal year.

(d) Upon written request by **IDEAL**, 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, **IDEAL** 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 2006-99, as amended, or that Ordinance's successor in function.

(b) **IDEAL** shall complete the project by December 31, 2016.

(c) Should the Board determine that **IDEAL** has failed to comply with the conditions set forth in Sections 5, 6, or 10(b) of this agreement, the Board shall notify **IDEAL** of such non-compliance no later than 30 days after the Board makes such a determination. **IDEAL** 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 **IDEAL'S** compliance with the conditions set forth in the Board's notification or sufficiently sets forth all corrective action to be taken by **IDEAL** in order to come into compliance with the conditions set forth in Sections 5, 6, or 10(b) above.

(d) If **IDEAL** 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 **IDEAL**, 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.

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

Section 12. Notice Regarding Grant Payments to IDEAL.

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

- (1) 2016
- (2) 2017

(b) Subject to the provisions of Ordinance 2006-99, as amended, or that Ordinance's successor in function, the Business Incentive Program, and this agreement, the average grant payment to be paid in each fiscal year is approximately \$10,780. 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, **IDEAL'S** eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Ordinance 2006-99, as amended, or that Ordinance's successor in function, and Business Incentive Program guidelines. Grant payments are tied to **IDEAL'S** tangible personal property tax assessments for the project and may fluctuate from year to year depending on **IDEAL'S** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **IDEAL** under this agreement is \$21,560. However, nothing in this subsection shall entitle **IDEAL** to receive the maximum amount of funds if **IDEAL** would not be otherwise entitled to the funds according to **IDEAL'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 Director
500 San Sebastian View
St. Augustine, Florida 32084

Any official notice sent to the County shall be copied to the Office of County Attorney:

Office of County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

All official notices to **IDEAL** 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:

Michael Siegel
Ideal Deals, LLC
3200 Parker Drive
St. Augustine, FL 32084

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

Section 16. Amendments to this Agreement.

Both the County and **IDEAL** 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 **IDEAL**.

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 **IDEAL** fails to comply with the terms of this agreement or the requirements of Ordinance 2006-99, as amended, or that Ordinance's successor in function.
- (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.

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

Section 19. Public Records.

IDEAL 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.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this agreement this _____ day of _____, 2014.

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

By: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

By: _____

COMPANY

By: Michael Deak LLC, Michael A Siegel
Name: IDEAL DEALS LLC, MICHAEL A SIEGEL
Title: MEMBER

WITNESS:

By: Lisa S Siegel
Print: LISA S SIEGEL

EXHIBIT A
APPLICATION
[to be attached]

EXHIBIT B
NEW JOB PHASING SCHEDULE

[to be attached]

EXHIBIT C

COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION

[to be attached]

EXHIBIT A



St. Johns County
Economic Development Incentive Application

Applicant's Name: IDEAL DEALS, LLC

Federal Employer Identification Number: 27-2763577

State Sales Tax Registration Number: 74-8015472936-2

Current Company Headquarters: DELAND, FLORIDA

Address: 2000 BRUNSWICK LANE

City: DELAND State: FL Zip Code: 32724

Primary Contact Person: MICHAEL SIEGEL

Primary Contact Person Title: CO-OWNER

Address: 2000 BRUNSWICK LANE

City: DELAND State: FL Zip Code: 32724

Business Phone Number: 386 736-1700 Fax Number: 386 822-4950

Cell Number: 404 307-2436 E-mail: msiegel@ideal-ap.net

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:

Ideal Aluminum manufactures aluminum fence, gates & railing.

Type of Facility Development: new expansion speculative

If speculative space, what is the intended use: Purchase of existing building

Date construction is projected to begin: MAR 15, 2014

Date facility will be complete and operational: JAN 1, 2015

Estimated Square Footage of Facility Under Roof H/C: 145,000

Number of full time employees to be employed: 90

Total number of full time employees currently employed: 70

4-digit SIC Code for all activities included in the project: 3449

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

SEE APPENDIX STATEMENT A

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

SEE APPENDIX STATEMENT B

Capital Investment Values:

Real Property	3,600,000
Facility Value RENOVATIONS	1,000,000
Infrastructure to be public	
Infrastructure private	
Tangible assets	2,000,000

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:

SEE APPENDIX STATEMENT C

Submit a Site Plan:

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

Michael A Segel

Applicant Signature and Title

11/13/13

Date

APPENDIX TO ST. JOHNS COUNTY ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

IDEAL DEALS, LLC

NOVEMBER 2013

STATEMENT A

Ideal Deals, LLC intends to apply for any and all economic incentives (Federal, State and other local) that may be available. This would include incentives or grants sufficiently similar to those offered by other jurisdictions or states.

STATEMENT B

Upon initial relocation to St. Johns County, Ideal will likely bring 85 jobs to the St. Johns County area. Ideal currently employs 70 employees. By the time of Ideal's anticipated relocation (assumed to be January 1, 2015), Ideal will have approximately 90 employees in total (5 out of state). Ideal's employees in Florida can be broadly categorized into three groups – plant (manufacturing skilled and unskilled), office (mostly finance and sales support), and executive. The current average wages based on current headcount of 70 are as follows:

1. Plant (50 positions)
 - a. Plant Manager (1) - \$85,000 + bonus annually.
 - b. Plant Department Supervisors (4) – average compensation of \$60,000 annually.
 - c. Plant Employees – Skilled (8) – average compensation \$40,000 annually.
 - d. Plant Employees – Unskilled (37) – average compensation \$26,000 annually
2. Office (14 positions) – average compensation of \$40,000 annually
3. Executive (5 positions) – average compensation of \$100,000 annually

STATEMENT C

Ideal's relocation decision is primarily market and financially based. Ideal is considering relocation to 3200 Parker Drive in St. Johns County which could be a good location for Ideal in connection with its Florida customer base as well as in connection with out of state customers. The location is also closer to home for co-owner Doug Brady (who currently resides in and commutes to Deland from Jacksonville).

That said, partnering with the community (State, County and other local) will be key to Ideal's ultimate relocation decision. Ideal is the fastest growing company in the fence manufacturing industry it is our intention that our new location will be the headquarters of a substantially larger company. Ideal is looking for a long term partner for a long term investment in the business.



EXHIBIT B

IDEAL ALUMINUM HEADQUARTERS AND PLANT RELOCATION

NEW JOB PHASING SCHEDULE THROUGH 2016

4 th Quarter 2014 (ending December 31)	85 New Jobs
4 th Quarter 2015 (ending December 31)	10 New Jobs
4 th Quarter 2016 (ending December 31)	10 New Jobs

EXHIBIT C

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
PROJECT PANTHER

Calculations based on County Ordinance 2006-99 and millage rates effective on October 1, 2013

Category: **New Industry**

POINTS AWARDED

Target Industry - Manufacturing	2
Job Creation - 115	2
Wages - \$40,000 average	0.5
Total Points	4.5

The applicant scored 4.5 points under the New Industry Category. Through Board direction, this project is eligible for Expedited Permitting and an Economic Development Grant equal to two (2) year's tangible personal property tax (general county portion) on equipment and tangible assets.

Total Estimated Value of New Tangible Assets	2,000,000
Multiplied by County Millage rate	0.53900%
Annual new tangible business personal property tax (general county portion)	<u>10,780</u>
Multiplied by # Eligible Years	<u>2</u>
Total tangible business personal property tax (general county portion)	21,560

TOTAL ESTIMATED INCENTIVE **21,560**

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 and are limited to a maximum of 10 years.

PAYOUT SCHEDULE:

Total Maximum Possible Incentive:	21,560
Payout will consist of annual installments of:	10,780

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

as of 12.04.13