

RESOLUTION NO. 2015 - 133

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 UNIVERSAL NETWORK REALTY, 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, UNIVERSAL NETWORK REALTY, LLC submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to construct a new 62,756 square-foot speculative office building at 203 Fort Wade Road in Ponte Vedra, Florida; and

WHEREAS, the AGENCY prepared a written report and presented the request to the Board of County Commissioners (BOARD) on April 21, 2015; and

WHEREAS, the BOARD approved the incentive request for four (4) years ad valorem taxes on real property improvements (general county portion) and up to 100% of impact fees paid on behalf of the project, with an incentive value estimated to be \$379,611; 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 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.

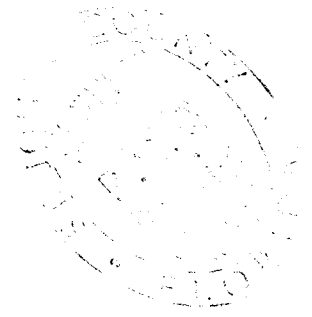
PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 5 day of May 2015.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 5/7/15

**ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN ST. JOHNS COUNTY, FLORIDA, AND
UNIVERSAL NETWORK REALTY, LLC**

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (Agreement) is entered into between **ST. JOHNS COUNTY, FLORIDA** (the County), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **Universal Network Realty, LLC**, a company authorized to do business in the state of Florida, whose primary place of business is located at **8823 San Jose Boulevard, Suite 310, Jacksonville FL 32217**, this ____ day of _____, 2015.

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

WHEREAS, **Universal Network Realty, LLC** is constructing a speculative office building totaling 62,756 square feet at 203 Fort Wade Road, Ponte Vedra, FL 32080, within St. Johns County, Florida to provide available space for new and expanding businesses within St. Johns County; and

WHEREAS, in accordance with Ordinance 2014-30, **Universal Network Realty, LLC** submitted an application to the County for the award of an Economic Development Grant, seeking incentives to reimburse up to one hundred percent (100%) of Impact Fees paid on behalf of the project and reimbursement of one hundred percent

(100%) of the general county portion of ad valorem taxes on capital improvements for four (4) years associated with the project; and

WHEREAS, in accordance with Ordinance 2014-30, the St. Johns County Economic Development Agency (Agency) has reviewed the application and issued a report evaluating the proposed enterprise.

NOW THEREFORE, the County and **Universal Network Realty, LLC** (the Parties), in consideration of the terms set forth below, agree as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of this agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

Section 2. Project Details.

The Project shall be restricted to the specific details contained in **Universal Network Realty, LLC's** Application for Economic Development Grant, a copy of which is attached to this agreement as Exhibit A, which is incorporated into this agreement by reference.

Section 3. Duration.

This agreement shall be effective upon execution by the Chair of the Board of County Commissioners. Agreement shall remain in effect, until October 1, 2028, or until the County submits the final payment of the County Economic Development Grant to **Universal Network Realty, LLC**, whichever occurs first.

Section 4. Definitions.

Unless stated otherwise in this agreement, all terms that are defined in Ordinance 2014-30 shall have the same meaning as is set forth therein.

Section 5. Payment of Fees and Taxes Prior to Claim Submission.

Prior to any submission of claim by **Universal Network Realty, LLC** to the County for a County Economic Development Grant payment, **Universal Network Realty, LLC** shall pay to the County a total amount equal to the general County portion of County ad valorem taxes and applicable impact fees for the project. It is expressly understood by the Parties that **Universal Network Realty, LLC** shall pay the total amount of County ad valorem taxes as shown on **Universal Network Realty, LLC's** tax bill prior to **Universal Network Realty, LLC** applying for, or receiving, any County Economic Development Grant payment in any eligible County Fiscal Year.

Section 6. Authority of the Board to Review Records.

(a) The agency reserves the right to review the applicable financial and personnel records of **Universal Network Realty, LLC** relating to the capital investment and new full-time equivalent jobs contemplated under this agreement in order to determine the degree of **Universal Network Realty, LLC's** compliance with this agreement, as well as **Universal Network Realty, LLC's** compliance with the applicable provisions of Ordinance 2014-30, as may be amended from time to time.

(b) The agency shall maintain such financial 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 **Universal Network Realty, LLC** for such purpose.

Section 7. Timely Filed Claims; Consequences for Failure to File Timely Claims.

(a) Economic Development Grant payments shall be made pursuant to the requirements set forth in the St. Johns County Business Incentives Ordinance, as may be amended from time to time.

(b) For each fiscal year in which **Universal Network Realty, LLC** is eligible for an Economic Development Grant payment, **Universal Network Realty, LLC** shall submit a claim to the County for such payment prior to the end of the fiscal year. Any claim made pursuant to this agreement shall comply with the requirements set forth in Ordinance 2014-30.

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

(d) Upon written request by **Universal Network Realty, LLC**, the Board may consider and approve an untimely claim for an Economic Development Grant payment. Such relief shall be granted no more than once during the term of this agreement. Nothing in this subsection shall create any obligation on the part of the Board to approve an untimely claim for an Economic Development Grant payment.

Section 8. Conditions of Compliance; Consequence for Failure to Comply.

(a) In order to remain eligible for County Economic Development Grant payments, **Universal Network Realty, LLC** must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Ordinance 2014-30.

(b) **Universal Network Realty, LLC** shall complete construction of the project by December 31, 2016.

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

(d) If **Universal Network Realty, LLC** fails to sufficiently establish its compliance with the conditions set forth above within 30 days after notification of non-compliance, or fails to provide a plan to cure approved by the Board within such time, then the County may terminate this agreement without further notice to **Universal Network Realty, LLC**, and the parties shall be released from any further obligations under this agreement.

Section 9. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

(a) By executing this agreement, **Universal Network Realty, LLC** represents that it has obtained all licenses and other authorizations to do business in the state of Florida and in St. Johns County. **Universal Network Realty, LLC** acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any County Economic Development Grant Payment. Failure to maintain such licenses and authorizations shall result in **Universal Network Realty, LLC** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

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

Section 10. Notice Regarding Grant Payments to Universal Network Realty, LLC

(a) **Universal Network Realty, LLC** acknowledges that the County's payment of grant funds pursuant to this agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the

Board to appropriate funds for Economic Development Grants during any given fiscal year.

(b) If Economic Development Grant funds are unavailable in a particular fiscal year, **Universal Network Realty, LLC** shall not receive additional grant payments in a succeeding fiscal year in order to make up for such unavailability unless the Board authorizes such payment by resolution. If the Board authorizes additional payments pursuant to this subsection, the County and **Universal Network Realty, LLC** shall execute an amendment to this agreement, which shall incorporate the resolution authorizing the additional payments.

Section 11. Total Amount of County Economic Development Grant; Re-Calculation of Total Amount Permitted.

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

- | | | | |
|-----|------|------|------|
| (1) | 2018 | (6) | 2023 |
| (2) | 2019 | (7) | 2024 |
| (3) | 2020 | (8) | 2025 |
| (4) | 2021 | (9) | 2026 |
| (5) | 2022 | (10) | 2027 |

(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 \$45,122. An economic development grant calculation sheet is attached to this agreement as Exhibit B and is incorporated into this agreement by reference.

(c) Notwithstanding the provisions of subsection (b) above, **Universal Network Realty, LLC's** eligibility for Economic Development Grant payments shall be calculated based on the standards set forth in Ordinance 2014-30, and Business Incentive Program guidelines. Grant payments are tied to **Universal Network Realty, LLC's** ad valorem property tax assessments for the project and may fluctuate from year to year depending on **Universal Network Realty, LLC's** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **Universal Network Realty, LLC** under this agreement is \$379,611. However, nothing in this subsection shall entitle **Universal Network Realty, LLC** to receive the maximum amount of funds if **Universal Network Realty, LLC** would not be otherwise entitled to the funds according to **Universal Network Realty, LLC's** grant calculation.

Section 12. Notices.

All official notices to the County shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

St. Johns County Economic Development Director
500 San Sebastian View
St. Augustine, Florida 32084

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

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

All official notices to **Universal Network Realty, LLC** shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Edmond Saoud
Universal Network Realty, LLC
8823 San Jose Blvd., Suite 310
Jacksonville, FL 32217

Section 13. Timeframe for Universal Network Realty, LLC's Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.

(a) Upon approval of this agreement by the Board, the County Administrator shall execute two copies of the agreement and forward both copies to **Universal Network Realty, LLC**. **Universal Network Realty, LLC** shall execute both copies and shall return one copy to the County, retaining the second copy for its records, within 30 days of the County Administrator's execution of the agreement.

(b) If **Universal Network Realty, LLC** fails to timely execute and deliver a copy of this agreement to the County within 30 days of the County Administrator's execution of the agreement, and fails to apply to the 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 **Universal Network Realty, LLC** is unable to return an executed copy of this agreement to the County within 30 days of the County Administrator's execution of the agreement, **Universal Network Realty, LLC** may apply to the agency for a single extension not to exceed 30 days.

Section 14. Amendments to this Agreement.

Both the County and **Universal Network Realty, LLC** acknowledge that this agreement constitutes the complete agreement and understanding of the parties. Except as otherwise provided in this agreement, any amendment to this agreement shall be in writing and shall be executed by duly authorized representatives of both the County and **Universal Network Realty, LLC**

Section 15. Termination.

- (a) This agreement may be terminated as provided in Section 8 of this document.
- (b) The County may terminate this agreement if **Universal Network Realty, LLC** fails to comply with the terms of this agreement or the requirements of Ordinance 2014-30.
- (c) Notice of termination of this agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this agreement.

Section 16. Assignment.

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

Section 17. Public Records.

Universal Network Realty, LLC acknowledges that the County is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This agreement, and all documents associated with this agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the County shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

Section 18. Captions.

The captions and headings in this agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this agreement.

Section 19. Severability.

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

Section 20. Authority to Execute.

Each party covenants that it has the lawful authority to enter into this agreement and has authorized the execution of this agreement by the signatories below.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this agreement this ____ day of _____, 2015.

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

By: _____
County Administrator

ATTEST: CHERYL STRICKLAND, CLERK

By: _____

COMPANY

By: _____
Name: _____
Title: _____

WITNESS:

By: _____
Print: _____

EXHIBIT A
APPLICATION
[to be attached]



**St. Johns County
Economic Development
Business Incentive Program
Grant Application**

Applicant's Name: **Edmond Saoud/Fort Wade Road Professional Office Center**

Federal Employer Identification Number: **593691102**

State Sales Tax Registration Number:

Current Company Headquarters: **Universal Network Realty/International Management Company**

Address **8823 San Jose Boulevard, Suite 310**

City **Jacksonville** State Zip Code **32217**

Primary Contact Person: **Kerri Stewart**

Primary Contact Person Title: **Partner, Infinity Global Solutions**

Address **800 West Monroe Street**

City **Jacksonville** State Zip Code **32202**

Business Phone Number **904-396-9963** Fax Number **904-396-9983**

Cell Number **904-962-9425** E-mail **kerri.stewart@igsolutionsfl.com**

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:

Land Development, Commercial Real Estate

Type of Facility Development: new expansion speculative

If speculative space, what is the intended use: Class A Office

Will the company purchase or lease existing space? Yes No

Estimated Square Footage of Facility Under Roof H/C: 62,756

Date construction is projected to begin: TBD

Date facility will be complete and operational: TBD

Is the property zoned to accommodate proposed use? Yes No

If not, what zoning change is required?

Number of new full time employees:

TBD

Total number of existing full time employees:

TBD

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

531120

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):

Project is speculative Class A Office Space

Capital Investment Values:

Real Property (Land) \$1,224,036

Real Property (Building) \$6,087,332

Other taxable improvements \$4,327,704

Tangible assets (Equipment)

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:

Three story, Class A office building with 62,756 square feet of gross leasable area.

Submit a Site Plan:

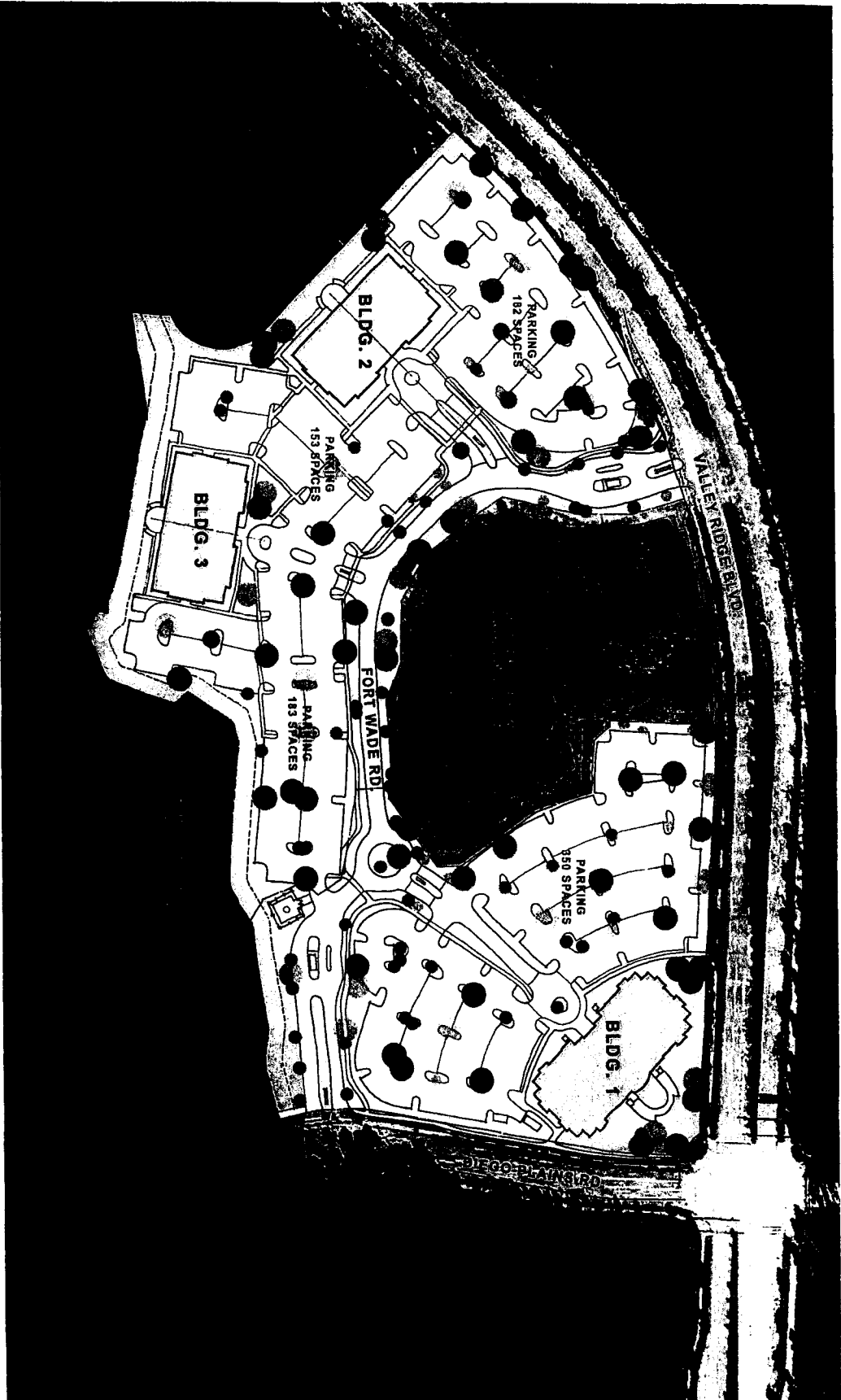
Location map identifying the proposed location and property boundaries with an explanation of the possible transportation impacts.

By signing this document, I certify that I am authorized to submit an application on behalf of the company. International Management Company, LLC, its Manager

Applicant Signature and Title, Manager

APR 1, 2015

Date



WBA

ARCHITECTURE · INTERIORS · PLANNING

CONCEPTUAL SITE PLAN

08 JANUARY 2015

WACHTER KRAVETZ & ASSOCIATES ARCHITECTS, INC. | 3700 WASHINGTON BLVD. | SUITE 200 | JACKSONVILLE, FL 32202

FORT WADE OFFICE BUILDING

10101 VEDRA BEACH, FL



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

**FINANCIAL CONTRIBUTIONS
COST-BENEFIT ANALYSIS
UNIVERSAL NETWORK REALTY, LLC**

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

Category: **Speculative Development: Office**

Estimated Added Values:	Real Property	1,224,036
	Capital Improvements	8,371,352
	Total Added Value	9,595,388

Total Estimated Countywide Property Taxes:	Annually	Over 20 Years
Real Property Taxes	146,570	2,931,391
Total Estimated Property Taxes Paid:	146,570	2,931,391

Total Estimated General County Portion Taxes:	Annually	Over 20 Years
Real Property Taxes	51,719	1,034,383

Estimated General County Portion Taxes Paid:	51,719	1,034,383
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Impact Fees estimated		199,125.00
Water Unit Connection Fee	Not SJC Utilities	n/a
Sewer Unit Connection Fee	Not SJC Utilities	n/a
Total Fees:	(These figures are not included in Total Taxes Paid)	199,125.00

Total Estimated Value of Economic Development Grant	379,611
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Net Benefit to St. Johns County (General County portion) over 20 years	853,897
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as of 03.27.15

**ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
UNIVERSAL NETWORK REALTY, LLC**

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

Category: **Speculative Space**

POINTS AWARDED

Facility Size:	62,756 sq. ft.	3
Facility Use:	Office	2
Total Points		5

The applicant scored 5.0 points under the Speculative Development Category. Therefore, this project is eligible for Expedited Permitting and an Economic Development Grant equal to 100% of fees paid to the county (Impact, Water and Sewer) and four (4) year's Ad Valorem tax (general county portion) on capital improvements.

Total Value of Capital Improvements	8,371,352
Multiplied by County Millage rate	0.53900%
Annual Ad Valorem Tax (general county portion)	45,122
Multiplied by # Eligible Years	4
Ad Valorem Tax (general county portion) Estimate =	180,486

Total Square Footage	62,756	
Impact Fee Category: General Office	62,756 (\$3,173 per 1000 sq ft)	199,125
Impact Fee Estimate =		199,125

TOTAL ESTIMATED INCENTIVE **379,611**

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:	379,611
Payout will consist of estimated annual installments of:	45,122

* 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.