

RESOLUTION NO. 2018 - 186

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AMENDED ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH MAS HVAC, INC., ON BEHALF OF ST. JOHNS COUNTY; PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the County and MAS HVAC, Inc. (MAS HVAC) entered into an Economic Development Grant Agreement (the Agreement) on January 5, 2017, providing economic development incentives to construct a new building totaling approximately 32,400 square feet at 4010 Deerpark Blvd. in Elkton and create 30 new jobs at an average wage of \$61,000 (the Project); and

WHEREAS, the duration of the Agreement runs from January 5, 2017, through September 30, 2028, with MAS HVAC being required to complete and occupy the building no later than June 30, 2018; and

WHEREAS, due to heavy rains and unforeseen delays in construction of the project, MAS HVAC did not complete the project as of June 30, 2018, making them ineligible for the grant as set forth in Section 13 of the Agreement; and

WHEREAS, MAS HVAC submitted a written request to the County seeking to amend the Agreement to extend the completion term and occupancy timeframe; and

WHEREAS, based upon review and consideration of said request, executing the First Amendment to the Agreement to extend the completion term and occupancy of the building until September 30, 2018, at the latest, serves the collective interests of both the County and MAS HVAC.

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

SECTION 1. Incorporation of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Resolution and are hereby adopted as findings of fact.

SECTION 2. Authorization to Execute.

The County Administrator, or his designee, is hereby authorized to execute an agreement substantially in the same form as the attached First Amended Economic Development Grant Agreement on behalf of the County for the purposes mentioned above.

SECTION 3. Correction of Errors.

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

SECTION 4. Effective Date.

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

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 17th day of July 2018.

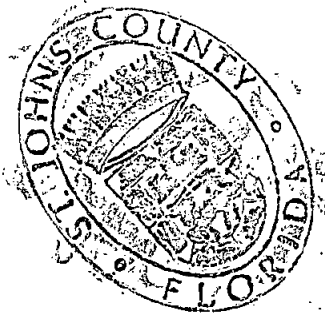
BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk

RENDITION DATE 7/19/2018

By: Robert L. Platt
Deputy Clerk





June 1, 2018

To: Melissa Glasgow, Director of Economic Development

Re: Grant Timeline Extension

From: R. Clarke Story, Owner, MAS HVAC, Inc.

Dear Mrs. Glasgow,

In order to maintain our eligibility for the Grant, we would like to request an extension on the completion timeframe for our new building located at 4010 Deepark Blvd, Elkton, Florida. We anticipate a completion date of August 30th, 2018. Due to heavy rain and unforeseen delays, it is unlikely we will meet the June 30th target date.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Clarke Story".

R. Clarke Story, P.E.
Mas HVAC, Inc.

**FIRST AMENDED ECONOMIC DEVELOPMENT
GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA,
AND MAS HVAC, INC.**

THIS FIRST AMENDMENT (First Amendment) to the Economic Development Grant Agreement (Agreement) approved by Resolution 2016-406, and executed January 5, 2017, by and between St. Johns County, Florida (the County), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida, 32084 and **MAS HVAC, Inc. (MAS HVAC)**, a Florida corporation, whose primary place of business is located at **965 Bunker Ave., Green Cove Springs, Florida 32043.**

RECITALS

WHEREAS, the County and MAS HVAC entered into the Agreement on January 5, 2017; and

WHEREAS, the duration of the Agreement is from January 5, 2017, through and including September 30, 2028; and

WHEREAS, due to heavy rains and unforeseen delays in construction of the project, MAS HVAC did not complete the project as of June 30, 2018, making them ineligible for the grant as set forth in Section 13 of the Agreement; and

WHEREAS, MAS HVAC submitted a written request to the County seeking to amend the Agreement to extend the completion term and occupancy timeframe; and

WHEREAS, based upon review and consideration of said request, executing the First Amendment to the Agreement to extend the completion term and occupancy of the building until September 30, 2018, at the latest, serves the collective interests of both the County and MAS HVAC.

NOW THEREFORE, the County and MAS HVAC (the Parties), in consideration of, the mutual covenants and conditions set forth below, agree to amend the Agreement as follows:

Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of the Agreement, and such Recitals shall be adopted as findings of fact.

Section 2. Conditions of Compliance; Consequence for Failure to Comply.

Section 10 (b) of the Agreement shall be amended to extend the completion term of the project and occupancy of the building until September 30, 2018, at the latest.

Section 3. Severability.

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

Section 4. Effect of Agreement Amendment.

With the exception of the amendments and revisions noted in this First Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand and seals as of the _____ day of _____, 2018.

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

By: _____
County Administrator

Legal Review by:

By: _____
Assistant County Attorney

ATTEST: HUNTER S. CONRAD, CLERK

By: _____

MAS HVAC, INC.

By: _____

WITNESS AS TO:

By: _____

Print: _____

**ECONOMIC DEVELOPMENT
GRANT AGREEMENT**

Res 2016-406

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 **MAS HVAC, Inc.** (MAS HVAC), a Florida corporation, whose primary place of business is located at 965 Bunker Ave., Green Cove Springs, Florida 32043, this 5th day of January, 2017.

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

WHEREAS, **MAS HVAC** anticipates creating 30 new jobs at an average annual wage of \$61,000;

WHEREAS, **MAS HVAC** is constructing a building totaling approximately 32,400 square feet at 4010 Deerpark Blvd. in Elkton within St. Johns County, Florida to serve as its corporate headquarters and manufacturing operation; and

WHEREAS, in accordance with Ordinance 2014-30, **MAS HVAC** 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 collected by St. Johns County and certain utility connection fees for capital improvement associated with the project and reimbursement of one hundred percent (100%) of the general county

portion of ad valorem taxes on capital improvements and new tangible personal property 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 **MAS HVAC** (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 **MAS HVAC'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 2020, a copy of which is attached to this agreement as Exhibit B, which is incorporated into this agreement by reference.

Section 3. Duration.

This agreement shall be effective upon execution by both parties and shall terminate when the County submits the final payment of the County Economic Development Grant to **MAS HVAC**, or on September 30, 2028, whichever occurs first.

Section 4. Definitions.

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

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

(a) **MAS HVAC** represents that it will provide at least 30 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, 2020, at the latest. Subsequent new full-time equivalent jobs anticipated to be created shall be defined in Exhibit B.

(b) **MAS HVAC'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 **MAS HVAC** 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) **MAS HVAC** represents that it will provide wages at an average of at least \$61,000 in the aggregate for the new full-time equivalent jobs created in St. Johns County as a result of the project. The average wage of \$61,000 for the new full-time equivalent jobs is to be provided for each year a grant payment is requested.

(b) **MAS HVAC'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 **MAS HVAC** 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 **MAS HVAC's** eligibility to receive County Economic Development Grant funds.

(c) If, at any time during the term of this agreement, the average wage of the new full-time equivalent jobs falls below \$61,000, the County may recalculate the amount of the Economic Development Grant based on Section 11.C of St. Johns County Ordinance 2014-30, as may be amended from time to time.

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

Prior to any submission of claim by **MAS HVAC** to the County for a County Economic Development Grant payment, **MAS HVAC** 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 **MAS HVAC** shall pay the total amount of County ad valorem taxes as shown on **MAS HVAC's** tax bill prior to **MAS HVAC** 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 **MAS HVAC** relating to the capital investment and new full-time equivalent jobs contemplated under this agreement in order to determine the degree of **MAS HVAC's** compliance with this agreement, as well as **MAS HVAC'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 **MAS HVAC** for such

purpose. **MAS HVAC** shall label any records provided to the County that contain trade secrets or proprietary information prior to such records being provided to the County.

Section 9. Timely Filed Claims; Consequences for Failure to File Timely Claims.

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

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

(d) Upon written request by **MAS HVAC**, 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, **MAS HVAC** 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) **MAS HVAC** shall complete construction of the project and occupy the building by June 30, 2018.

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

(d) If **MAS HVAC** 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 **MAS HVAC**, and the parties shall be released from any further obligations under this agreement.

Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

(a) By executing this agreement, **MAS HVAC** represents that it has obtained all licenses and other authorizations to do business in the state of Florida and in St. Johns County. **MAS HVAC** 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 **MAS HVAC** losing its eligibility to receive future Economic Development Grant Payments for the duration of the non-compliance.

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

Section 12. Notice Regarding Grant Payments to MAS HVAC, Inc.

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

(1)	2019	(6)	2024
(2)	2020	(7)	2025
(3)	2021	(8)	2026
(4)	2022	(9)	2027
(5)	2023	(10)	2028

(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 \$18,944. 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, **MAS HVAC'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 **MAS HVAC's** ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on **MAS HVAC's** property values.

(d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Grant funds available to **MAS HVAC** under this agreement is \$160,537. However, nothing in this subsection shall entitle **MAS HVAC** to receive the maximum amount of funds if **MAS HVAC** would not be otherwise entitled to the funds according to **MAS HVAC'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 **MAS HVAC** 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:

Clarke Story
MAS HVAC Inc.
965 Bunker Ave.
Green Cove Springs, FL 32043

At such time that MAS HVAC notifies the County that it has relocated to its new facility, official notices to MAS HVAC shall be submitted to:

Clarke Story
MAS HVAC, Inc.
4010 Deerpark Blvd.
Elkton, FL 32033

Section 15. Timeframe for MAS HVAC Inc.'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 MAS HVAC. MAS HVAC 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 MAS HVAC 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 MAS HVAC 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, MAS HVAC may apply to the agency for a single extension not to exceed 30 days.

Section 16. Amendments to this Agreement.

Both the County and MAS HVAC 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 MAS HVAC.

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 MAS HVAC fails to comply with the terms of this agreement or the requirements of Ordinance 2014-30.

(c) Notice of termination of this agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this agreement.

Section 18. Assignment.

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

Section 19. Public Records.

MAS HVAC 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.

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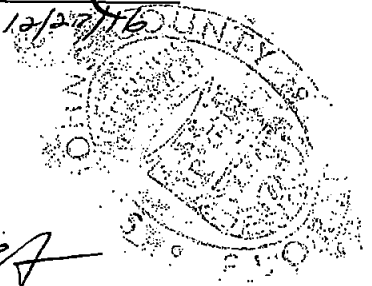
IN WITNESS WHEREOF, the Parties have executed this agreement this 5th day of January, 2016.

LEGALLY SUFFICIENT

Name: [Signature]
Date: 12/22/16

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
County Administrator 12/22/16



ATTEST: HUNTER S. CONRAD, CLERK

By: Pam Hatterman

COMPANY

By: [Signature]
Name: ROBERT CLARKE STONY
Title: OWNER

WITNESS:

By: Melissa Glasgow
Print: Melissa Glasgow

EXHIBIT A
APPLICATION
[to be attached]



St. Johns County
Economic Development
Business Incentive Program
Grant Application

Applicant's Name: Robert C. Story

Federal Employer Identification Number: 27-3091340

State Sales Tax Registration Number: 20-8015548653-7

Current Company Headquarters: MAS HVAC INC

Address: 965 Bunker Avenue

City: Green Cove Springs State: FL Zip Code: 32043

Primary Contact Person: Robert C. Story

Primary Contact Person Title: Owner

Address: 160 S. Arabella Way

City: Saint John's State: FL Zip Code: 32259

Business Phone Number: 904-531-3140 Fax Number:

Cell Number: 904-563-5900 E-mail: cstory@mas-hvac.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:

MAS HVAC provides custom, energy efficient solutions for large commercial (universities, hospitals, airports, etc.) air conditioning applications. We also manufacture IceStor Thermal Storage Systems, which help shift power consumption to off-peak hours.

Type of Facility Development: new expansion speculative

If speculative space, what is the intended use: NA

Will the company purchase or lease existing space? Yes No

Estimated Square Footage of Facility Under Roof/H/C: 32,400

Date construction is projected to begin: February 2017

Date facility will be complete and operational: June 2017

Is the property zoned to accommodate proposed use? Yes No

If not, what zoning change is required? NA

Number of new full time employees: 16+ over 4 years

Total number of existing full time employees: 17

6-digit NAICS Code for primary activities of the project: 333415

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

NA

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):

Employee type is 50% professional, primarily mechanical engineers. Our assembly workers are highly skilled, and labor is a relatively small component of our cost, so those employees are paid above scale, as well (between \$15 and \$27 per hour, with overtime if desired). Our average salary for 2016 was \$61,458.00, and it has increased since then.

Capital Investment Values:

Real Property (Land)	\$450,000
Real Property (Building)	\$3,000,000
Other taxable improvements	-
Tangible assets (Equipment)	\$700,000

Description of the proposed project explaining the desire to expand, locate or build within St. Johns County and economic benefits the project would provide to the community. Please provide a brief statement explaining the role that the County's Economic Development Grant will play in the decision of the applicant to locate or expand its business in the County:

See attached.

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.

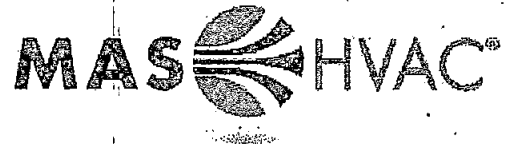
Clarke Story

Digitally signed by Clarke Story
DN: cn=Clarke Story, o=MAS HVAC, INC.,
ou, email=cstory@mas-hvac.com, c=US
Date: 2016.11.04.11:44:06 -0400

Applicant Signature and Title

11/4/17

Date



To: St. Johns County Board of Commissioners

Date: November 4, 2016

RE: MAS HVAC History and Proposed Relocation to St. Johns County, FL

Dear Commissioners,

MAS HVAC, INC was founded in July of 2008 as a supplier of custom solutions for large air handling equipment (for instance, installing custom heat exchangers in new air handling equipment for large commercial buildings). We have experienced rapid growth over the past 6 years, and were recently recognized as the fifteenth fastest growing company in North Florida by the Jacksonville Business Journal for fiscal years 2013-2015. We will grow another 75% this year. We have highly compensated employees, averaging more than \$60,000 in annual income.

We are currently located at the Reynolds Industrial Park in Clay County, but hope to relocate to Saint Johns County. Most of our employees (including me, sole owner) live in Saint Johns County, and love and appreciate all that our area has to offer. The proposed location is the north 5.62 acres of the property at 4030 Deer Park Blvd, Elkton, FL 32033.

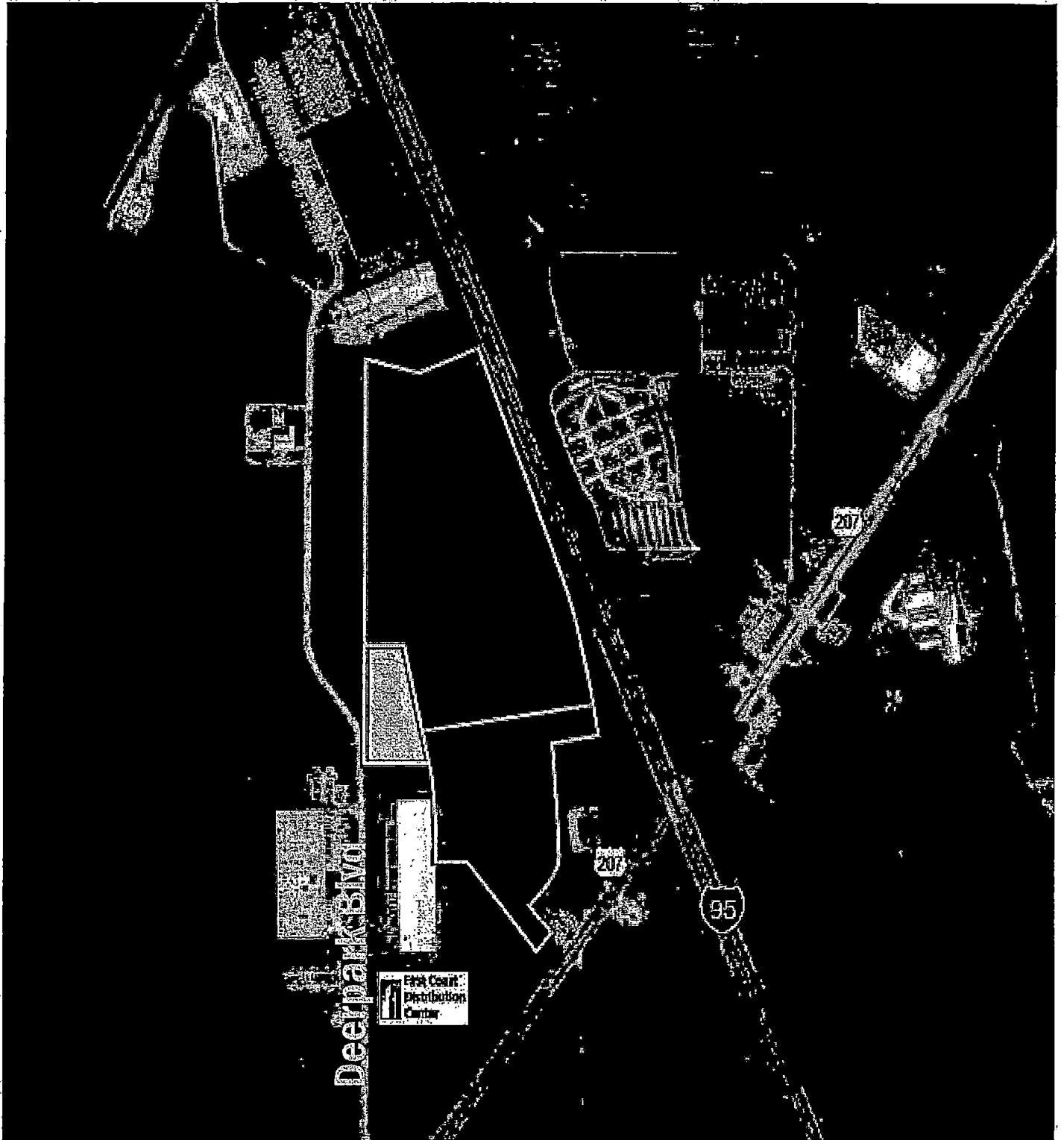
Our business centers around energy efficient technologies. We currently have 17 employees, but will be expanding our staff very soon; we have purchased tooling to manufacture many parts that we currently outsource, and we recently purchased a company (FAFCO Thermal Storage, re-branded as IceStor) and are moving all machinery and equipment from Chico, CA to our facility this month. We expect our staff to double in 3-4 years. My guess is that Thermal Storage sounds like a foreign concept, but this technology is applied to all new schools in St. Johns County, in addition to thousands of commercial and municipal sites worldwide.

We believe the County's Economic Development Grant would be a large benefit to helping us fund the project, and we look forward to working in and serving the community.

Kind Regards,

A handwritten signature in black ink, appearing to read "Clarke Story".

Clarke Story, P. E.
Owner
MAS HVAC, INC



Proposed Site Location

EXHIBIT B
NEW JOB PHASING SCHEDULE

[to be attached]

EXHIBIT B

MAS HVAC, INC.

NEW JOB PHASING SCHEDULE THROUGH 2020

4 th Quarter 2018 (ending December 31)	20 New Jobs
4 th Quarter 2020 (ending December 31)	<u>10 New Jobs</u>
Total by 4 th Quarter 2020	30 New Jobs

EXHIBIT C

COUNTY ECONOMIC DEVELOPMENT GRANT CALCULATION

[to be attached]

**ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
MAS HVAC INC**

Calculations based on County Ordinance 2014-30 and millage rates effective on October 1, 2016

Category: **New Industry**

POINTS AWARDED

Target Industry: Corporate Headquarters/ Manufacturing	2
Facility Size: 32,400 sq. ft.	1
Job Creation: 30 new positions	1
Wages: \$61,000	2
County Resident	1
	1
Total Points	7

The applicant scored 7.0 points under the New Industry 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 and tangible personal property.

Total Value of Capital Improvements	3,000,000
Multiplied by County Millage rate	0.51200%
Annual Ad Valorem Tax (general county portion)	15,360
Multiplied by # Eligible Years	4
Ad Valorem Tax (general county portion) Estimate =	61,440

Total Estimated Value of New Tangible Assets	700,000
Multiplied by County Millage rate	0.51200%
Annual new tangible business personal property tax (general county portion)	3,584
Multiplied by # Eligible Years	4
Total tangible business personal property tax (general county portion)	14,336

Total Square Footage	32,400	
Impact Fee Category: General Office	3,600 (\$3,346 per 1000 sq ft)	12,046
Impact Fee Category: General Industrial	28,800 (\$1,968 per 1000 sq ft)	56,678
Impact Fee Estimate =		68,724

Water/Sewer Total Unit Connection Fees Estimate = **16,037**

TOTAL ESTIMATED INCENTIVE **160,537**

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: **160,537**
Payout will consist of estimated annual installments of: **18,944**

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

as of 11.4.16