

RESOLUTION NO. R-23-019

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING ECONOMIC DEVELOPMENT; AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVES PURSUANT TO FLORIDA STATUTE 125.045 FOR "PROJECT WOODWORKING" FOR FISCAL YEARS 2022 THROUGH 2027; PROVIDING FINDINGS; APPROVING ECONOMIC DEVELOPMENT INCENTIVES; APPROVING THE FORM OF A FUNDING AGREEMENT; AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; PROVIDING THAT INCENTIVES ARE SUBJECT TO AVAILABILITY OF FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 125.045 (the "Act") provides that the County may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose, including expending public funds to make grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS, a business has applied for economic development incentives for a project to locate in the County within the meaning of the Act, and the project has been designated "Project Woodworking" (hereinafter, the "Project"); and

WHEREAS, the Project is a Logistics and Distribution employer that pays at or above 100% of the average Manatee County 2022 State annual wage; and

WHEREAS, the Project will locate a facility in Manatee County and will create 75 new jobs over the next five years; and

WHEREAS, expansion of the tax base and growth of higher paying jobs is vital to maintaining economic diversity and improving quality of life in Manatee County; and

WHEREAS, the Manatee County Board of County Commissioners wishes to provide financial incentives for the Project to locate in Manatee County as authorized pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. FINDINGS. The Board hereby makes the following findings:

- A. The recitals set forth above are true and correct;

- B. Providing economic development incentives for the Project serves a valid public purpose pursuant to the Act; and
- C. It is in the best interest of County, and furthers the purposes of the Act, to approve economic development incentives for the Project, and to approve the form of, and authorize the execution of, a funding agreement for such economic development incentives.

SECTION 2. APPROVAL OF ECONOMIC DEVELOPMENT INCENTIVES. Based on the findings set forth above, the Board hereby approves the following economic development incentives for the Project:

- A. If the Project meets the local Economic Development Incentive (“EDI”) Grant program criteria for creation of a minimum of ten, (10) and a maximum of Seventy-Five (75) quality jobs, the Project may receive EDI for locating in Manatee County in an amount not to exceed:

EDI	<u>\$75,000</u>
SWD-EDI	<u>\$75,000</u>
SWD Local Jobs Bonus	<u>\$32,000</u>
SWD Inclusive ED Bonus	<u>\$48,000</u>

The total extent of Manatee County’s participation shall not exceed \$75,000 for the EDI Grant and \$75,000 for the SWD-EDI Grant. The project may receive bonus SWD EDI funding for up to 25% of jobs created annually in the amount of \$2,000 per local hire not to exceed \$32,000. The project may also receive SWD Inclusive Economic Development bonus of \$3,000 per local hire not to exceed \$48,000. The participation shown above shall be subject to the Project’s employment requirements and annual appropriations in the County budget each fiscal year.

- B. If the Project meets the (“EDI”) Grant program criteria for creation of a minimum of 10 quality jobs, the Project may receive SWD Multi-Modal Transportation Impact Fee Incentive (“SWD-MTIFI”) for locating in Manatee County in an amount not to exceed:

SWD-MTIFI	<u>\$583,000</u>
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The SWD-MTIFI is estimated to be **\$583,000**, and shall not exceed **\$874,500**. The actual amount of the SWD-MTIFI shall be determined when building permits are approved for construction and shall be based on the current Manatee County impact fee schedule set forth in Chapter 11 of the Manatee County Land Development Code. The Board of County Commissioners authorizes the County Administrator or his designee to approve the amount of the actual SWD-MTIFI to be paid at the time

applicant receives certificate of occupancy or certificate of completion for construction activities. Based on the company's average annual wage of 100%, the incentive will be calculated at 50%.

- C. If the Project meets the EDI Grant program criteria for creation of a minimum of 10 quality jobs, the Project may receive Facility Investment Fee Refund Incentive and Permit Fee Refund Incentive for expanding in Manatee County in an amount not to exceed:

SWD - Facility Investment Fee Refund Incentive \$67,788

SWD - Permit Fee Refund Incentive \$258,750

The actual amount of the Facility Investment Fees and Permit Fees shall be determined when building permits are approved for construction and shall be based on the current Facility Investment Fee Schedule and Manatee County Development Services Fee Schedule. The Board of County Commissioners authorizes the County Administrator or his designee to approve the actual amount to be refunded after the applicant receives certificate of occupancy or certificate of completion for construction activities.

All economic development incentives approved pursuant to this Section shall be subject to the terms and conditions of, and provided in accordance with, (i) a funding agreement ("Funding Agreement") to be executed between the County and the Project owner in accordance with this Resolution and (ii) the requirements of the Act.

SECTION 3. APPROVAL OF FUNDING AGREEMENT. The Board hereby approves the form of the Funding Agreement substantially in the form attached hereto as Exhibit "A".

SECTION 4. AUTHORIZATION TO EXECUTE. The County Administrator is hereby authorized and directed to execute, deliver, amend and accept the Funding Agreement consistently with this Resolution and the incentives approved in Section 1 hereof, substantially in the form attached hereto, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the County Administrator or his designee, the execution thereof being conclusive evidence of such approval.

SECTION 5. INCENTIVES SUBJECT TO AVAILABILITY OF FUNDS. The economic development incentives for the Project authorized pursuant to this Resolution are subject to the budgeting and appropriation of legally available funds by the Board in each fiscal year for such purpose.

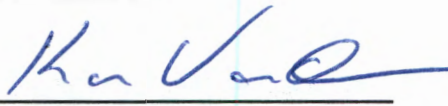
SECTION 6. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 31st DAY OF January 2023.



**MANATEE COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS**

By: 

Chairperson
Kevin Van Ostenbridge

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER


By: 
Deputy Clerk

EXHIBIT "A"
FORM OF FUNDING AGREEMENT

[to be attached]

**EXHIBIT A
FUNDING AGREEMENT
for
ECONOMIC DEVELOPMENT INCENTIVES**

PROJECT NAME: WOODWORKING

MANATEE COUNTY, FLORIDA
COMPANY

THIS FUNDING AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVES ("Agreement") is made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), and COMPANY (hereinafter "Company").

WHEREAS, Florida Statute 125.045 (the "Act") provides that the County may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose, including expending public funds to make grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS, pursuant to the Act, the County has established an Economic Development Incentive Grant Program for those businesses that create a minimum of ten (10) quality jobs in targeted industries paying at least 115% of the average annual Manatee County wage, unless Company meets criteria for customized incentive; and

WHEREAS, Company has applied for economic development incentives for a project to locate in the County within the meaning of the Act; and

WHEREAS, the County's Board of County Commissioners adopted Resolution [Click here to enter text.](#) on [Click here to enter text.](#), a copy of which is attached hereto as Exhibit "A" (the "Resolution"), approving Company (identified therein as "Project Woodworking") (hereinafter, the "Project") as a locally qualified target industry for economic development incentives; and

WHEREAS, the Resolution [Click here to enter text.](#) provides [Click here to enter text.](#) for participation with Company for economic development incentives based on job creation; and

WHEREAS, the Resolution [Click here to enter text.](#) provides [Click here to enter text.](#) for participation with Company for Southwest District (SWD) economic development incentives based on job creation; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for SWD Local Jobs Bonus based on job creation; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for a SWD Inclusive Economic Development Bonus based on job creation; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for a SWD Multi-Modal Transportation Impact Fee incentive; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for a SWD Facility Investment Fee incentive; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for a SWD Permit Fee Refund incentive; and

WHEREAS, Company is [Choose an item.](#) a facility for Manatee County and will create up to [Click here to enter text.](#) new jobs in Manatee County paying at least [Choose an item.](#) of the 2022 average annual wage (\$46,762); and

WHEREAS, the Resolution approves and authorizes the execution of a funding agreement between the County and Company to provide economic development incentives for the Project; and

WHEREAS, pursuant to and in accordance with the Act and the Resolution, the County and Company wish to enter into this Agreement to provide economic development incentives for the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Company agree as follows:

Article I
COVENANTS AND OBLIGATIONS

- 1.1 Incorporation.** The recitals set forth above are true and correct and are incorporated herein in their entirety.
- 1.2 Business Maintenance and Continuing Performance Condition Requirement.** Pursuant to representations made by Company in its application for economic development incentives, Company shall:

- a. Locate the Facility in Manatee County.
- b. Create # of jobs permanent full-time new jobs. Company fulfilling 80% of the # of jobs full-time new job creation requirement shall constitute substantial performance under this Agreement and shall not create a reason for the County to revoke this Agreement under Section 1.9 of this Agreement.
- c. Compensate all permanent full-time employees at an average wage a Box 3 W2 average wage of write out amount Dollars (\$_____).

1.3 Information and Reporting. Pursuant to the Act, Company shall provide the following information:

- a. Company shall submit One (1) original and Two (2) copies of the following by April 30th annually in the billing year immediately following previous job creation year as outlined in the schedule below for the duration of the Agreement which will commence on Click here to enter text. and end on Click here to enter text.:
 - i. Invoice requesting payment for number of jobs created per the Resolution;
 - ii. W-9 (Request for Taxpayer Identification Number and Certification);
 - iii. Information detailing how County funds paid in the preceding job creation year were spent and detailing the results of the Company's efforts on behalf of the County; and
 - iv. Documentation of net annual employees to include:
 - Employee roster showing number of permanent full-time employees is due April 30th of the subsequent year following the calendar year-end being reported (i.e., first report would be due April 30, 2024 for December 31, 2023 headcount). This shall include employee identifying number, average annual Box 3 W2 wage of at least Choose an item. for the duration of the Agreement for Company employees (Total Box 3 W-2 wages for all listed employees divided by total number of employees; for purposes of calculating the average wage, W-2 wages should be annualized for employees hired after January 1st), and job title.
 - Employee roster showing number of permanent full-time employees on December 31st of job creation year with employee identifying number, average annual Box 3 W-2 wage of at least Choose an item. for the duration of the Agreement for Company employees (Total Box 3 W-2 wages for all listed employees divided by total number of employees; for purposes of calculating the average wage, W-2 wages should be annualized for employees hired after January 1st), and job title.

showing new hires.

- b. Company shall prepare and submit all necessary additional information and reports as requested, to assure compliance with the provisions of this Agreement, the Act and any other State law or local regulation.
- c. County shall have the right to obtain and review any information or records pertaining to this Agreement. Company shall make information and records available during a mutually agreed upon time.
- d. Required information and documentation shall be submitted to the County's representative:

Manatee County Government
County Administration
Economic Development Division
1112 Manatee Ave W, 3rd Floor
Bradenton, FL 34205

- 1.4 Public Records.** The Company shall comply with the provisions of Chapter 119, Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. It is expressly understood that County may terminate this Agreement for the Company's refusal to comply with the applicable provisions of Chapter 119, Florida Statutes. In the event that the Company receives a request for a "public record" (as such term is defined in Section 119.011, Florida Statutes) in connection with this Agreement, the Company shall provide notice to County of such request as soon as practicable after the Company's receipt of such request. If the Company submits records to County that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075(3), Florida Statutes, or proprietary confidential business information pursuant to Section 288.075(4), Florida Statutes, such records shall be marked accordingly by the Company prior to submittal to County. In the event that County's claim of exemption asserted in response to the Company's assertion of confidentiality is challenged in a court of law, the Company shall defend the County against such claim, assume and be responsible for all fees, costs and expenses in connection with such challenge.
- 1.5 Compliance with Program Requirements.** Company shall comply with all requirements of the Act, the Resolution and any policies and procedures enacted by the Board from time to time related to the economic development incentives provided hereunder.
- 1.6 Indemnification.** The Company shall indemnify, defend, keep, and save harmless, County, its agents, officials, and employees, against all claims, liabilities, judgments, costs, attorney's fees, and other expenses incurred in connection with

this Agreement, and if any judgment shall be rendered against the County in any action arising out of the performance of this Agreement or those projects undertaken by the Company shall, at its expense, satisfy and discharge same. The indemnity hereunder shall continue until such times as any and all claims arising under this Agreement have been finally settled, regardless of when such claims are made.

1.7 Authorized Representative. The Company's [Click or tap here to enter text.](#) is designated as the representative authorized to act on behalf of the Company on matters related to this Agreement.

1.8 Payment of Incentives. Subject to Company's performance of its obligations under this Agreement, the County shall pay economic development incentives to Company in accordance with the following provisions:

a. **EDI Schedule:** Job creation, billing and payment schedule will be as follows for the duration of this Agreement:

Job Creation Year	Billing Year	Manatee County Payment
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
	Total	\$ _____

b. **EDI:** As the Economic Development Incentive ("EDI") for the Project, County shall reimburse Company [Choose an item.](#) per job created according to the projected schedule set forth above. Net new permanent full-time jobs created shall be maintained for a period of five (5) years. There is no penalty if the maximum number of jobs to be created annually is not met, however Company will only be paid EDI for the actual number of jobs created annually. Company may request a modification to the reimbursement schedule so long as it does not exceed the time-period and amount approved in Resolution R-00-00. The request shall be in written form to the Manatee County Administration, Economic Development Division and shall state specific reasons for modification request. Approval shall be provided in written form prior to submittal of Company's request for reimbursement. The County Administrator or designee is authorized to approve such modifications to the reimbursement schedule so long as, in the aggregate, the total amount reimbursed for the total

number of jobs is consistent with this Agreement. The total amount paid to Company shall not exceed [Click here to enter text.](#) for the period identified above.

- c. **SWD-EDI Schedule:** Job creation, billing and payment schedule will be as follows for the duration of this Agreement:

d.

SWD-EDI Job Creation Year	Billing Year	Manatee County Payment
00/00/00 – 00/00/00	FY0000-0000	\$ <input type="text"/>
00/00/00 – 00/00/00	FY0000-0000	\$ <input type="text"/>
00/00/00 – 00/00/00	FY0000-0000	\$ <input type="text"/>
00/00/00 – 00/00/00	FY0000-0000	\$ <input type="text"/>
00/00/00 – 00/00/00	FY0000-0000	\$ <input type="text"/>
Total		\$ <input type="text"/>

- e. **SWD-EDI:** As the SWD Economic Development Incentive (“SWD-EDI”) for the Project, County shall reimburse Company [Choose an item.](#) per job created according to the projected schedule set forth above. Net new permanent full-time jobs created shall be maintained for a period of five (5) years. There is no penalty if the maximum number of jobs to be created annually is not met, however Company will only be paid SWD-EDI for the actual number of jobs created annually. Company may request a modification to the reimbursement schedule so long as it does not exceed the time-period and amount approved in Resolution R-00-00. The request shall be in written form to the Manatee County Administration, Economic Development Division and shall state specific reasons for modification request. Approval shall be provided in written form prior to submittal of Company’s request for reimbursement. The County Administrator or designee is authorized to make such modifications to the reimbursement schedule so long as, in the aggregate, the total amount reimbursed for the total number of jobs is consistent with the Agreement. The total amount paid to Company shall not exceed [Click here to enter text.](#) for the period [identified](#) above.

- f. **SWD Local Jobs Bonus:** The project may receive bonus SWD Local Jobs Bonus funding for up to 25% of jobs created annually; not to exceed [Click or tap here to enter text.](#) (Click or tap here to enter text.) local hires for the duration of the agreement in the amount of \$2,000 per local hire not to exceed [Click here to enter text.](#) Proof of permanent residency in the SWD must be provided with annual EDI invoice in a form to be approved by the County.

- g. **SWD Inclusive Economic Development Bonus (SWD-EDI):** The project may receive bonus SWD-EDI funding for up to 25% of jobs created annually; not to exceed Click or tap here to enter text. (Click or tap here to enter text.) local hires for the duration of the agreement in the amount of \$3,000 per local hire not to exceed Click here to enter text. Proof of permanent residency in the SWD must be provided with annual EDI invoice in a form to be approved by the County.
- h. **SWD-MTIFI: Multi-Modal Transportation Impact Fee Incentive ("SWD-MTIFI")** eligibility is Choose an item, based on Manatee County's average annual wage of Choose an item. County shall remit an amount estimated to be Click here to enter text., and shall not exceed Click or tap here to enter text. (based on attached Exhibit B), to the Manatee County Development Services Department on behalf of the Company. Such payment shall constitute the MTIFI for the Project. The actual amount shall be determined when building permits are approved and based on the current Manatee County impact fee schedule set forth in Chapter 11 of the Manatee County Land Development Code. The County Administrator or designee shall approve the amount of the actual MTIFI to be paid at the time Company makes application for certificate of occupancy or certificate of completion for expansion construction activities. Payment shall be made upon receipt of a completed invoice in the form attached hereto as Exhibit "B", and all required documentation attached.
- i. **FIF & Permit Refund: Facility Investment Fee Refund Incentive** not to exceed Click or tap here to enter text.; and **Building Permit Refund Incentive** not to exceed Click or tap here to enter text, shall be determined when building permits are approved for construction and shall be based on the current Facility Investment Fee Schedule and Manatee County Building and Development Fee Schedule. The Board of County Commissioners authorizes the County Administrator or designee to approve the actual amount to be refunded after the applicant receives certificate of occupancy or certificate of completion for construction activities.

1.9 County Revocation.

- a. In the event Company fails to satisfy the business maintenance and continuing performance conditions set forth in Section 1.2 of this Agreement or fails to comply with the Act, the County may, upon thirty (30) days written notice to Company, revoke the economic development incentives provided hereunder, or take such other action with respect to the economic development incentives as it deems appropriate.
- b. If it is determined that for any year within the duration of this Agreement, Company was not entitled to receive all or a portion of such economic development incentives, Company shall reimburse the County all such

economic development incentives for which it was not eligible, plus annual interest at the maximum rate allowed by law.

- c. In the event of any early termination or revocation of this Agreement for any reason, the Company shall be entitled to the economic development incentives for which it was eligible as determined by the County, prior to such revocation or termination.
- d. This Section shall survive termination of this Agreement.

1.10 Assignment Estoppel. The rights and privileges granted pursuant to the Resolution and this Agreement are not assignable or transferable without written consent of the County Administrator or designee.

1.11 Binding Effect and Effectiveness; Representations and Warranties.

- a. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors, notwithstanding changes in corporate or other governance.
- b. Company represents and warrants to the County that as of the date hereof and throughout the term of this Agreement:
 - i. Company is a for profit corporation, duly organized under the laws of the [Click or tap here to enter text.](#), maintains a place of business within the State of Florida, and is validly existing and is doing business in the State of Florida as [Click or tap here to enter text.](#)
 - ii. Company has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement.
 - iii. This Agreement (a) is the lawful, valid and binding agreement of Company in its corporate name enforceable against Company in accordance with its terms; (b) does not violate any order of any court or other agency of government binding on Company, the charter documents of Company or any provision of any indenture, agreement or other instrument to which Company is a party; and (c) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which Company in its corporate name is a party;
 - iv. Company has not received written notice of any action having been filed

against Company that challenges the validity of this Agreement or Company's right and power to enter into and perform this Agreement; and

- v. The Signatory hereto has the authority to execute this Agreement and to bind Company to the terms and conditions set forth herein.

- 1.12 **No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the County under this Agreement shall not be construed to be or constitute general obligations, debts or liabilities of the County, the District or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. Such obligations are subject to the annual budgeting and appropriation of legally available funds by the County's Board of County Commissioners.

Article II DURATION AND TERMINATION.

- 2.1 **Effective Date.** This Agreement shall take effect as of [Click or tap here to enter text.](#) 20[Click or tap here to enter text.](#)
- 2.2 **Termination.** Unless terminated for cause in accordance with Section 2.3, this Agreement shall terminate on [Click or tap here to enter text.](#), 20[Click or tap here to enter text.](#)
- 2.3 **Termination for Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party should either party fail substantially to perform in accordance with the terms of this Agreement.

Article III AMENDMENTS; ENFORCEMENT

- 3.1 **Amendments Generally.** This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for Company by its Vice President, and only if properly executed by all the parties hereto.
- 3.2 **Enforcement.** The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof

Article IV MISCELLANEOUS PROVISIONS

- 4.1 **Validity.** After consultation with their respective legal counsel, the County and Company each represents and warrants to the other its respective authority and

power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. The Company and the County each hereby represents, warrants, and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid, and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other party hereto).

- 4.2 Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.
- 4.3 Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.
- 4.4 Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- 4.5 Severability.** The provisions of this Agreement are declared by the parties to be severable. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of the other provisions.
- 4.6 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.
- 4.7 Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.
- 4.8 Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the *United States Mail*, postage prepaid, certified or registered; or the *next business day after*

being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Government
County Administration
Economic Development Division
1112 Manatee Avenue West, 3rd Floor
Bradenton, Florida 34205
Facsimile: (941)742-5848

With copies to: Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Company: _____

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. The Company may request a change of address by written notification to the Economic Development Division Manager.

WHEREFORE, the County and Company have executed this Agreement as of the date signed.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of
Florida

By: Board of County Commissioners

By: _____
County Administrator or designee

Click or tap here to enter text.
By: _____

APPROVED in Open Session
1/31/2023
Manatee County Board of County
Commissioners



Board of County Commissioners January 31, 2023 - Regular Meeting

Subject

Adoption of Corrective Resolution R-23-019, authorizing an Economic Development Incentive Grant – Project Woodworking; and rescinding Resolution R-22-042 and exhibits therein

Category

CONSENT AGENDA

Briefings

All

Contact and/or Presenter Information

W.L. Che Barnett, Interim Economic Development Manager, che.barnett@mymanatee.org, Ext. 3427

Action Requested

Rescinding Resolution R-22-042 and exhibits therein and Adoption of R-23-019 finding that Project Woodworking is approved for an Economic Development Incentive Grant, Southwest District Economic Development Incentive Grant, Southwest District Local Jobs Bonus, Inclusive Economic Development Bonus, Southwest District Multi-Modal Transportation Impact Fee Incentive, Southwest District Permit Fee Refund, and Southwest District Facilities Investment Fees Refund.

Enabling/Regulating Authority

Florida Statute 125.045 County economic development powers
Florida Statute 288.075 Confidentiality for economic development projects
Ordinance 14-28 Southwest County Improvement District
Manatee County Government Incentive Program Guidelines

Background Discussion

On March 22, 2022, the Manatee Board of County Commissioners approved in Open Session Resolution R-22-042 authorizing an Economic Development Incentive Grant for Project Woodworking.

Resolution R-23-019 will rescind R-22-042 and include the following corrections:

- Exhibit A Form of Funding Agreement per revised exhibit attached.

The form of the Resolution and Funding Agreement specific to Project Woodworking was reviewed, revised, and approved by the County Attorney's Office in November 2022.

Project Woodworking is projected to create seventy-five (75) new jobs, over a 5-year duration. In addition, the company will relocate 400 existing jobs to Manatee County. Wages are projected to be at or above the 2022 average wage and the project is in the Southwest District, which is consistent with the County's Incentives Guidelines. A Projected \$60M of capital investment is expected directly from the company, with an additional \$166M of capital investment expected from the developer.

The County will require future budget appropriations beginning FY 2022-2023 through FY 2027-2028, reserves are set aside for this purpose and carried forward to fund the County's future obligations (not to exceed \$2,031,557) for this application.

The County has received a written request from the business for confidentiality regarding its intentions, plans, and interests to locate, relocate, or expand any of its business activities in this State, pursuant to Section 288.075 Florida Statutes.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

Nicodemi

Instructions to Board Records [emailed 2/1/2023](#)

Original Resolution for Board Records; copy of executed resolution and approved agenda to Che Barnett, Interim Economic Development Division Manager (che.barnett@mymanatee.org)

Cost and Funds Source Account Number and Name

EDI - 1070022601 - \$75,000; SWD – 8230022603 - \$1,956,557

Amount and Frequency of Recurring Costs

Over a 5-year period

RESOLUTION NO. R-23-019

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING ECONOMIC DEVELOPMENT; AUTHORIZING ECONOMIC DEVELOPMENT INCENTIVES PURSUANT TO FLORIDA STATUTE 125.045 FOR “PROJECT WOODWORKING” FOR FISCAL YEARS 2022 THROUGH 2027; PROVIDING FINDINGS; APPROVING ECONOMIC DEVELOPMENT INCENTIVES; APPROVING THE FORM OF A FUNDING AGREEMENT; AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; PROVIDING THAT INCENTIVES ARE SUBJECT TO AVAILABILITY OF FUNDS; PROVIDING FOR SEVERABILITY; RESCINDING PRIOR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 125.045 (the “Act”) provides that the County may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goal constitutes a public purpose, including expending public funds to make grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS, a business has applied for economic development incentives for a project to locate in the County within the meaning of the Act, and the project has been designated “Project Woodworking” (hereinafter, the “Project”); and

WHEREAS, the Project is a Logistics and Distribution employer that pays at or above 100% of the average Manatee County 2022 State annual wage; and

WHEREAS, the Project will locate a facility in Manatee County and will create 75 new jobs over the next five years; and

WHEREAS, expansion of the tax base and growth of higher paying jobs is vital to maintaining economic diversity and improving quality of life in Manatee County; and

WHEREAS, the Manatee County Board of County Commissioners wishes to provide financial incentives for the Project to locate in Manatee County as authorized pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. FINDINGS. The Board hereby makes the following findings:

- A. The recitals set forth above are true and correct;

- B. Providing economic development incentives for the Project serves a valid public purpose pursuant to the Act; and
- C. It is in the best interest of County, and furthers the purposes of the Act, to approve economic development incentives for the Project, and to approve the form of, and authorize the execution of, a funding agreement for such economic development incentives.

SECTION 2. APPROVAL OF ECONOMIC DEVELOPMENT INCENTIVES. Based on the findings set forth above, the Board hereby approves the following economic development incentives for the Project:

- A. If the Project meets the local Economic Development Incentive (“EDI”) Grant program criteria for creation of a minimum of ten (10) and a maximum of Seventy-Five (75) quality jobs, the Project may receive EDI for locating in Manatee County in an amount not to exceed:

EDI	<u>\$75,000</u>
SWD-EDI	<u>\$75,000</u>
SWD Local Jobs Bonus	<u>\$32,000</u>
SWD Inclusive ED Bonus	<u>\$48,000</u>

The total extent of Manatee County’s participation shall not exceed \$75,000 for the EDI Grant and \$75,000 for the SWD-EDI Grant. The project may receive bonus SWD EDI funding for up to 25% of jobs created annually in the amount of \$2,000 per local hire not to exceed \$32,000. The project may also receive SWD Inclusive Economic Development bonus of \$3,000 per local hire not to exceed \$48,000. The participation shown above shall be subject to the Project’s employment requirements and annual appropriations in the County budget each fiscal year.

- B. If the Project meets the (“EDI”) Grant program criteria for creation of a minimum of 10 quality jobs, the Project may receive SWD Multi-Modal Transportation Impact Fee Incentive (“SWD-MTIFI”) for locating in Manatee County in an amount not to exceed:

SWD-MTIFI	<u>\$583,000</u>
------------------	-------------------------

The SWD-MTIFI is estimated to be **\$583,000**, and shall not exceed **\$874,500**. The actual amount of the SWD-MTIFI shall be determined when building permits are approved for construction and shall be based on the current Manatee County impact fee schedule set forth in Chapter 11 of the Manatee County Land Development Code. The Board of County Commissioners authorizes the County Administrator or his designee to

approve the amount of the actual SWD-MTIFI to be paid at the time applicant receives certificate of occupancy or certificate of completion for construction activities. Based on the company's average annual wage of 100%, the incentive will be calculated at 50%.

- C. If the Project meets the EDI Grant program criteria for creation of a minimum of 10 quality jobs, the Project may receive Facility Investment Fee Refund Incentive and Permit Fee Refund Incentive for expanding in Manatee County in an amount not to exceed:

SWD - Facility Investment Fee Refund Incentive \$67,788

SWD - Permit Fee Refund Incentive \$258,750

The actual amount of the Facility Investment Fees and Permit Fees shall be determined when building permits are approved for construction and shall be based on the current Facility Investment Fee Schedule and Manatee County Development Services Fee Schedule. The Board of County Commissioners authorizes the County Administrator or his designee to approve the actual amount to be refunded after the applicant receives certificate of occupancy or certificate of completion for construction activities.

All economic development incentives approved pursuant to this Section shall be subject to the terms and conditions of, and provided in accordance with, (i) a funding agreement ("Funding Agreement") to be executed between the County and the Project owner in accordance with this Resolution and (ii) the requirements of the Act.

SECTION 3. APPROVAL OF FUNDING AGREEMENT. The Board hereby approves the form of the Funding Agreement substantially in the form attached hereto as Exhibit "A".

SECTION 4. AUTHORIZATION TO EXECUTE. The County Administrator is hereby authorized and directed to execute, deliver, amend and accept the Funding Agreement consistently with this Resolution and the incentives approved in Section 1 hereof, substantially in the form attached hereto, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the County Administrator or his designee, the execution thereof being conclusive evidence of such approval.

SECTION 5. INCENTIVES SUBJECT TO AVAILABILITY OF FUNDS. The economic development incentives for the Project authorized pursuant to this Resolution are subject to the budgeting and appropriation of legally available funds by the Board in each fiscal year for such purpose.

SECTION 6. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or

unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 7. RESCINDING PRIOR RESOLUTIONS. All prior resolutions, including, but not limited to, Resolution No. R-22-042, shall be repealed, rescinded, superseded, and replaced by this resolution as of the effective date.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 31ST DAY OF JANUARY 2023.

**MANATEE COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS**

By: _____
Chairperson
Kevin Van Ostenbridge

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____
Deputy Clerk

REVISED

EXHIBIT "A"
FORM OF FUNDING AGREEMENT

[to be attached]

REVISED

EXHIBIT A
FUNDING AGREEMENT
for
ECONOMIC DEVELOPMENT INCENTIVES

PROJECT NAME: WOODWORKING

MANATEE COUNTY, FLORIDA
COMPANY

THIS FUNDING AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVES (“Agreement”) is made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter “County”) and COMPANY (hereinafter “Company”).

WHEREAS, Florida Statute 125.045 (the “Act”) provides that the County may expend public funds to attract and retain business enterprises and the use of public funds toward the achievement of such economic development goals constitutes a public purpose, including expending public funds to make grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS, pursuant to the Act, the County has established an Economic Development Incentive Grant program for those businesses that create a minimum of ten (10) quality jobs in targeted industries paying at least 115% of the average annual Manatee County wage, unless Company meets criteria for customized incentive; and

WHEREAS, Company has applied for economic development incentives for a project to locate in the County within the meaning of the Act; and

WHEREAS, the County’s Board of County Commissioners adopted Resolution [Click here to enter text.](#) on [Click here to enter text.](#), a copy of which is attached hereto as Exhibit “A” (the “Resolution”), approving Company (identified therein as “Project Woodworking”) (hereinafter, the “Project”) as a locally qualified target industry for economic development incentives; and

WHEREAS, the Resolution [Click here to enter text.](#) provides [Click here to enter text.](#) for participation with Company for economic development incentives based on job creation; and

WHEREAS, the Resolution [Click here to enter text.](#) provides [Click here to enter text.](#) for participation with Company for Southwest District (SWD) economic development incentives based on job creation; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for SWD Local Jobs Bonus based on job creation; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for a SWD Inclusive Economic Development Bonus based on job creation; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for a SWD Multi-Modal Transportation Impact Fee incentive; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for a SWD Facility Investment Fee incentive; and

WHEREAS, the Resolution [Click here to enter text.](#) provides an estimated [Click here to enter text.](#) for participation with Company for a SWD Permit Fee Refund incentive; and

WHEREAS, Company is [Choose an item.](#) a facility for Manatee County and will create up to [Click here to enter text.](#) new jobs in Manatee County paying at least [Choose an item.](#) of the 2022 average annual wage (\$46,132); and

WHEREAS, the Resolution approves and authorizes the execution of a funding agreement between the County and Company to provide economic development incentives for the Project; and

WHEREAS, pursuant to and in accordance with the Act and the Resolution, the County and Company wish to enter into this Agreement to provide economic development incentives for the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Company agree as follows:

Article I ***COVENANTS AND OBLIGATIONS***

1.1 Incorporation. The recitals set forth above are true and correct and are incorporated herein in their entirety.

1.2 Business Maintenance and Continuing Performance Condition Requirement. Pursuant to representations made by Company in its application for economic development incentives, Company shall:

- a. Locate the Facility in Manatee County.
- b. Create ~~# of jobs~~ up to ~~# of jobs~~ permanent full-time new jobs. Company fulfilling 80% of the ~~# of jobs~~ full-time new job creation requirement shall constitute substantial performance under this Agreement and shall not create a reason for the County to revoke this Agreement under Section 1.9 of this Agreement.
- c. Compensate all permanent full-time employees at an average wage a Box 3 W2 average wage of ~~write out amount~~ Dollars (\$).

1.3 Information and Reporting. Pursuant to the Act, Company shall provide the following information:

- a. Company shall submit One (1) original and Two (2) copies of the following by April 30th annually in the billing year immediately following previous job creation year as outlined in the schedule below for the duration of the Agreement which will commence on ~~Click here to enter text~~ and end on ~~Click here to enter text~~:
 - i. Invoice requesting payment for number of jobs created per the Resolution;
 - ii. W-9 (Request for Taxpayer Identification Number and Certification);
 - iii. Information detailing how County funds paid in the preceding job creation year were spent and detailing the results of the Company's efforts on behalf of the County; and
 - iv. Documentation of net annual employees to include:
 - Employee roster showing number of permanent full-time employees due April 30th of the subsequent year following the calendar year-end being reported (i.e., first report would be due April 30, 2024 for December 31, 2023 headcount). This shall include employee identifying number, average annual Box 3 W2 wage of at least ~~Choose an item~~ for the duration of the Agreement for Company employees (Total Box 3 W-2 wages for all listed employees divided by total number of employees; for purposes of calculating the average wage, W-2 wages should be annualized for employees hired after January 1st), and job title.
 - Employee roster showing number of permanent full-time employees on December 31st of job creation year with employee identifying number, average annual Box 3 W2 wage of at least ~~Choose an item~~ for the duration of the Agreement for Company employees (Total Box 3 W-2 wages for all listed employees divided by total number of employees; for purposes of calculating the average wage, W-2 wages should be

annualized for employees hired after January 1st), and job title, showing new hires.

- b. Company shall prepare and submit all necessary additional information and reports as requested, to assure compliance with the provisions of this Agreement, the Act and any other State law or local regulation.
- c. County shall have the right to obtain and review any information or records pertaining to this Agreement. Company shall make information and records available during a mutually agreed upon time.
- d. Required information and documentation shall be submitted to the County's representative:

Manatee County Government
County Administration
Economic Development Division
1112 Manatee Ave W, 3rd Floor
Bradenton, FL 34205

- 1.4 Public Records.** The Company shall comply with the provisions of Chapter 119, Florida Statutes applicable to this Agreement, as the same may be limited or construed by other applicable law. It is expressly understood that County may terminate this Agreement for the Company's refusal to comply with the applicable provisions of Chapter 119, Florida Statutes. In the event that the Company receives a request for a "public record" (as such term is defined in Section 119.011, Florida Statutes) in connection with this Agreement, the Company shall provide notice to County of such request as soon as practicable after the Company's receipt of such request. If the Company submits records to County that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075(3), Florida Statutes, or proprietary confidential business information pursuant to Section 288.075(4), Florida Statutes, such records shall be marked accordingly by the Company prior to submittal to County. In the event that County's claim of exemption asserted in response to the Company's assertion of confidentiality is challenged in a court of law, the Company shall defend the County against such claim, assume and be responsible for all fees, costs and expenses in connection with such challenge.
- 1.5 Compliance with Program Requirements.** Company shall comply with all requirements of the Act, the Resolution and any policies and procedures enacted by the Board from time to time related to the economic development incentives provided hereunder.
- 1.6 Indemnification.** The Company shall indemnify, defend, keep, and save harmless, County, its agents, officials, and employees, against all claims, liabilities,

judgments, costs, attorney’s fees, and other expenses incurred in connection with this Agreement, and if any judgment shall be rendered against the County in any action arising out of the performance of this Agreement or those projects undertaken by the Company shall, at its expense, satisfy and discharge same. The indemnity hereunder shall continue until such times as any and all claims arising under this Agreement have been finally settled, regardless of when such claims are made.

1.7 Authorized Representative. The Company’s [Click or tap here to enter text.](#) is designated as the representative authorized to act on behalf of the Company on matters related to this Agreement.

1.8 Payment of Incentives. Subject to Company’s performance of its obligations under this Agreement, the County shall pay economic development incentives to Company in accordance with the following provisions:

a. **EDI Schedule:** Job creation, billing and payment schedule will be as follows for the duration of this Agreement:

Job Creation Year	Billing Year	Manatee County Payment
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
	Total	\$ _____

b. **EDI:** As the Economic Development Incentive (“EDI”) for the Project, County shall reimburse Company [Choose an item.](#) per job created according to the projected schedule set forth above. Net new permanent full-time jobs created shall be maintained for a period of five (5) years. There is no penalty if the maximum number of jobs to be created annually is not met, however Company will only be paid EDI for the actual number of jobs created annually. Company may request a modification to the reimbursement schedule so long as it does not exceed the time-period and amount approved in Resolution [R-00-00](#). The request shall be in written form to the Manatee County Administration, Economic Development Division and shall state specific reasons for modification request. Approval shall be provided in written form prior to submittal of Company’s request for reimbursement. The County Administrator or designee is authorized to approve such modifications to the reimbursement

schedule so long as, in the aggregate, the total amount reimbursed for the total number of jobs is consistent with this Agreement. The total amount paid to Company shall not exceed [Click here to enter text.](#) for the period identified above.

- c. **SWD-EDI Schedule:** Job creation, billing and payment schedule will be as follows for the duration of this Agreement:

d.

SWD-EDI Job Creation Year	Billing Year	Manatee County Payment
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
00/00/00 – 00/00/00	FY0000-0000	\$ _____
Total		\$ _____

- e. **SWD-EDI:** As the SWD Economic Development Incentive (“SWD-EDI”) for the Project, County shall reimburse Company [Choose an item.](#) per job created according to the projected schedule set forth above. Net new permanent full-time jobs created shall be maintained for a period of five (5) years. There is no penalty if the maximum number of jobs to be created annually is not met, however Company will only be paid SWD-EDI for the actual number of jobs created annually. Company may request a modification to the reimbursement schedule so long as it does not exceed the time-period and amount approved in Resolution [00-00](#). The request shall be in written form to the Manatee County Administration, Economic Development Division and shall state specific reasons for modification request. Approval shall be provided in written form prior to submittal of Company’s request for reimbursement. The County Administrator or designee is authorized to make such modifications to the reimbursement schedule so long as, in the aggregate, the total amount reimbursed for the total number of jobs is consistent with the Agreement. The total amount paid to Company shall not exceed [Click here to enter text.](#) for the period [00-00](#) identified above.

- f. **SWD Local Jobs Bonus:** The project may receive bonus SWD Local Jobs Bonus funding for up to 25% of jobs created annually; not to exceed [Click or tap here to enter text.](#) (Click or tap here to enter text.) local hires for the duration of the agreement in the amount of \$2,000 per local hire not to exceed [Click here to enter text.](#). Proof of permanent residency in the SWD must be provided with annual EDI invoice in a form to be approved by the County.

- g. **SWD Inclusive Economic Development Bonus (SWD-EDI):** The project may receive bonus SWD-EDI funding for up to 25% of jobs created annually; not to exceed [Click or tap here to enter text.](#) ([Click or tap here to enter text.](#)) local hires for the duration of the agreement in the amount of \$3,000 per local hire not to exceed [Click here to enter text.](#) Proof of permanent residency in the SWD must be provided with annual EDI invoice in a form to be approved by the County.
- h. **SWD-MTIFI:** Multi-Modal Transportation Impact Fee Incentive (“SWD-MTIFI”) eligibility is [Choose an item.](#) based on Manatee County’s average annual wage of [Choose an item.](#) County shall remit an amount estimated to be [Click here to enter text.](#), and shall not exceed [Click or tap here to enter text.](#) (based on attached Exhibit B), to the Manatee County Development Services Department on behalf of the Company. Such payment shall constitute the MTIFI for the Project. The actual amount shall be determined when building permits are approved and based on the current Manatee County impact fee schedule set forth in Chapter 11 of the Manatee County Land Development Code. The County Administrator or designee shall approve the amount of the actual MTIFI to be paid at the time Company makes application for certificate of occupancy or certificate of completion for expansion construction activities. Payment shall be made upon receipt of a completed invoice in the form attached hereto as Exhibit “B”, and all required documentation attached.
- i. **FIF & Permit Refund:** Facility Investment Fee Refund Incentive not to exceed [Click or tap here to enter text.](#); and Building Permit Refund Incentive not to exceed [Click or tap here to enter text.](#) shall be determined when building permits are approved for construction and shall be based on the current Facility Investment Fee Schedule and Manatee County Building and Development Fee Schedule. The Board of County Commissioners authorizes the County Administrator or designee to approve the actual amount to be refunded after the applicant receives certificate of occupancy or certificate of completion for construction activities.

1.9 County Revocation.

- a. In the event Company fails to satisfy the business maintenance and continuing performance conditions set forth in Section 1.2 of this Agreement or fails to comply with the Act, the County may, upon thirty (30) days written notice to Company, revoke the economic development incentives provided hereunder, or take such other action with respect to the economic development incentives as it deems appropriate.
- b. If it is determined that for any year within the duration of this Agreement, Company was not entitled to receive all or a portion of such economic

development incentives, Company shall reimburse the County all such economic development incentives for which it was not eligible, plus annual interest at the maximum rate allowed by law.

- c. In the event of any early termination or revocation of this Agreement for any reason, the Company shall be entitled to the economic development incentives for which it was eligible as determined by the County, prior to such revocation or termination.
- d. This Section shall survive termination of this Agreement.

1.10 Assignment Estoppel. The rights and privileges granted pursuant to the Resolution and this Agreement are not assignable or transferable without written consent of the County Administrator or designee.

1.11 Binding Effect and Effectiveness; Representations and Warranties.

- a. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors, notwithstanding changes in corporate or other governance.
- b. Company represents and warrants to the County that as of the date hereof and throughout the term of this Agreement:
 - i. Company is a for profit corporation, duly organized under the laws of the [Click or tap here to enter text.](#), maintains a place of business within the State of Florida, and is validly existing and is doing business in the State of Florida as [click or tap here to enter text.](#)
 - ii. Company has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement.
 - iii. This Agreement (a) is the lawful, valid and binding agreement of Company in its corporate name enforceable against Company in accordance with its terms; (b) does not violate any order of any court or other agency of government binding on Company, the charter documents of Company or any provision of any indenture, agreement or other instrument to which Company is a party; and (c) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which Company in its corporate name is a party;

- iv. Company has not received written notice of any action having been filed against Company that challenges the validity of this Agreement or Company's right and power to enter into and perform this Agreement; and
- v. The Signatory hereto has the authority to execute this Agreement and to bind Company to the terms and conditions set forth herein.

1.12 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the County under this Agreement shall not be construed to be or constitute general obligations, debts or liabilities of the County, the District or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. Such obligations are subject to the annual budgeting and appropriation of legally available funds by the County's Board of County Commissioners.

**Article II
DURATION AND TERMINATION.**

- 2.1 **Effective Date.** This Agreement shall take effect as of [Click or tap here to enter text.](#), 20[Click or tap here to enter text.](#)
- 2.2 **Termination.** Unless terminated for cause in accordance with Section 2.3, this Agreement shall terminate on [Click or tap here to enter text.](#), 20[Click or tap here to enter text.](#)
- 2.3 **Termination for Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party should either party fail substantially to perform in accordance with the terms of this Agreement.

**Article III
AMENDMENTS; ENFORCEMENT**

- 3.1 **Amendments Generally.** This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for Company by its Vice President, and only if properly executed by all the parties hereto.
- 3.2. **Enforcement.** The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

**Article IV
MISCELLANEOUS PROVISIONS**

- 4.1 **Validity.** After consultation with their respective legal counsel, the County and

Company each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. The Company and the County each hereby represents, warrants, and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid, and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other party hereto).

- 4.2 Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.
- 4.3 Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.
- 4.4 Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- 4.5 Severability.** The provisions of this Agreement are declared by the parties to be severable. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of the other provisions.
- 4.6 Governing Law; venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.
- 4.7 Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.
- 4.8 Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United

States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Government
County Administration
Economic Development Division
1112 Manatee Avenue West, 3rd Floor
Bradenton, Florida 34205
Facsimile: (941)742-5848

With copies to: Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-8089

If to Company: _____

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. The Company may request a change of address by written notification to the Economic Development Division Manager.

WHEREFORE, the County and Company have executed this Agreement as of the date signed.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of
Florida

By: Board of County Commissioners

By: _____
County Administrator or designee

Click or tap here to enter text.

By: _____

REVISED

From: [Alex Nicodemi](#)
To: [Che Barnett](#)
Cc: [Pamala Roberts](#); [William Clague](#)
Subject: RLS; CONFIDENTIAL FS 288.075 ; Project Woodworking Funding Agreement 2022-0394
Date: Tuesday, September 13, 2022 9:51:48 AM
Attachments: [Woodworking_Cao Comment_Draft.docx](#)

Pursuant to the above Request for Legal Services you have asked this office to review changes to the Funding Agreement made by representatives from Project Woodworking . My comments are as follows:

1. On March 22, 2022, Manatee County Board of County Commissioners adopted Resolution No. R-22-042 (“Resolution”) authorizing and approving the economic development incentives and approving the form of the Funding Agreement for Project Woodworking.
2. Pursuant to Section 3 of the Resolution, The Board approved the Funding Agreement “substantively in the form attached hereto as Exhibit A.” If the County desires to make substantive changes to this Funding Agreement, such changes must go back to the Board of County Commissioners for approval.
3. Attach to this correspondence is the redlined Funding Agreement that reflect my suggested revisions and comments in the margins.

Subject to the inclusion of my suggested changes and the resolution of the issues raised within the comments of the Funding Agreement, I have no objection from a legal standpoint to the transaction being scheduled for consideration Board. I express no opinion as to the business judgment of entering into this transaction.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Alexandria C. Nicodemi
Assistant County Attorney
Manatee County Attorney’s Office
1112 Manatee Avenue West – Suite 969
Bradenton, Florida 34205
Email: alex.nicodemi@mymanatee.org
Phone: 941-745-3750 x3746
Fax: 941-745-3089

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PLEASE NOTE: Florida has very broad public records laws. Many written communications to or

from this office may be considered public records, which must be made available to anyone upon request. Your e-mail communications may therefore be subject to public disclosure.



County Administration
1112 Manatee Ave West, Suite 902
Bradenton, FL 34212
Phone number: (941) 748-4501

MEMORANDUM

To: Dr. Scott Hopes, County Administrator

From: Quantana Acevedo, Agenda Coordinator

Date: January 27, 2023

Subject: **Agenda Update for Meeting of January 31, 2023**

This memo and the changes indicated below are reflected in the electronic agenda (items were renumbered).

UPDATE TO THE AGENDA

Pledge of Allegiance to be led by Coach John Carlock, Army Specialist E5

CITIZEN COMMENTS (Future Agenda Item)

Written Comment submitted through the online Public Comment Form from Debra Kurdelski and Pam Leiva

CHANGES TO CONSENT AGENDA

Administrator

Item 4, Adoption of Resolution R-23-019, rescinding Resolution R-22-042 and exhibits therein, and authorizing an Economic Development Incentive Grant - Project Woodworking

- This agenda item was updated to include a revised Resolution R-23-019 and exhibits

Community and Veterans Services

Item 14, Authorization and Acceptance of the Library Foundation Donation; and Adoption of Budget Amendment Resolution B-23-045

- This agenda item was updated to read: Authorization for the Board of County Commissioners to accept a \$55,495 donation in the Library Gift fund from The Library Foundation; and Adoption of Budget Amendment Resolution B-23-045.

Property Management

Item 38, Execution of an Agreement to Sell and Purchase with the State of Florida Department of Transportation (FDOT) for property located at 11808 and 11818 73rd Street East along the East Side of Fort Hamer Road, Parrish, Florida 34219 - District 1

- This agenda item was moved to Presentations Upon Request (New Item 49)

Utilities

Item 44, Authorization to Establish Solid Waste Franchise Hauler Services, Frequency of Residential Services, and Number of Franchise Haulers, Negotiated Options to Reduce Residential Costs and Service Area Allocation of Households in the Unincorporated Area of Manatee County

- This agenda item was added to the Agenda

ADVERTISED PUBLIC HEARINGS

Administrator

Item 46, Adoption of Ordinance 23-30, which repeals Ordinance 20-21, and reestablishes Section 2-29-174 granting an Economic Development Ad Valorem Tax Exemption to Power Design, Inc.

- This agenda item was updated to include a revised Ordinance 23-30

Attorney

Item 50, Adoption of Ordinance No. 23-34, repealing the Prohibition on the Retail Sale of Cats and Dogs

- This agenda item was updated to include Public Comment Correspondence

REGULAR

Attorney

Item 51, Adoption of Resolution No. 23-023, regarding Commissioner Aides

- This agenda item was updated to include Public Comment Correspondence

Property Management

Item 51 (Former), Authorization to Reinstall the Confederate Memorial Monument to the Manatee County Historic Courthouse Lawn at 1115 Manatee Avenue West, Bradenton, Florida 34205 - District 3

- This agenda item was deleted from the Agenda

Public Works

Item 52, Authorization to Install Speed Humps on Twin Rivers Trail

- This agenda item was updated to correct typos under the Background Discussion, and Public Comment Correspondence was presented