

**CITY OF PALM BEACH GARDENS
CITY COUNCIL
Agenda Cover Memorandum**

Meeting Date: March 5, 2020
Resolution 22, 2020

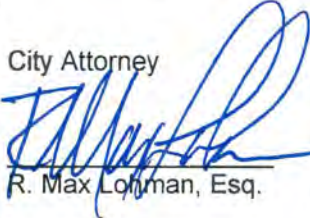





Subject/Agenda Item:

Resolution 22, 2020: Economic Incentives Agreement for Carrier Corporation.

Consideration for Approval: Approving an Economic Development Employee Incentive Agreement for the City's local support of the State's Qualified Targeted Industry Tax Refund Program and additional local incentives.

Recommendation to APPROVE

Recommendation to DENY

<p>Reviewed by:</p> <p>City Attorney  R. Max Lohman, Esq.</p> <p>Finance Administrator  Allan Owens</p> <p>Director of Planning and Zoning  Natalie M. Crowley, AICP</p>	<p>Originating Dept.: Administration</p> <p> John Boehm Assistant to the City Manager</p> <p>Advertised: NA</p> <p>Date:</p> <p>Paper:</p> <p><input checked="" type="checkbox"/> Not Required</p> <p>Affected parties</p> <p><input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not required</p>	<p>Costs: \$210,000 (Total)</p> <p>Current FY</p> <p>Finance: Accountant  Tresha Thomas</p> <p>Funding Source:</p> <p><input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other</p> <p>Contract/Agreement:</p> <p>Effective Date: <u>March 5, 2020</u></p> <p>Expiration Date:</p> <p>Budget Acct.#: 001.0900.551.8200</p>	<p>Council Action:</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/ Conditions</p> <p><input type="checkbox"/> Denied</p> <p><input type="checkbox"/> Continued to:</p> <p>Attachments:</p> <ul style="list-style-type: none"> • Resolution 22, 2020 • Exhibit "A" • Resolution 7, 2018 • Resolution 23, 2018
<p>Approved by:</p> <p>City Manager  Ronald M. Ferris</p>			

EXECUTIVE SUMMARY

On November 5, 2015, the City Council approved an Economic Development Incentive Agreement with Carrier Corporation via Resolution 50, 2015. This grant agreement for Carrier Corporation approved local incentive money related to the creation of 380 initial jobs for the facility along with the retention of 70 existing local jobs with an average wage of \$85,000. Carrier also provided a commitment for a capital investment of \$115,000,00 for a new facility in the City of Palm Beach Gardens.

On February 1, 2018, the City Council approved Resolution 7, 2018, conceptually approving the request from Carrier Corporation for the City's local support for the Qualified Targeted Industry (QTI) tax refund program based on an additional commitment of 100 additional jobs with an average wage of \$91,124 and an additional capital investment of \$25,000,000.

On May 3, 2018, the City Council approved Resolution 23, 2018 granting a conceptual Economic Development Employee Incentive Grant for Carrier Corporation in the award amount of \$1,400 per employee for the 100 new jobs created based on the average wage of \$91,124.

DISCUSSION

Carrier Corporation is requesting from the State's QTI Program economic incentives in the amount of \$560,000 with a local required contribution of \$140,000, which is 20 percent of the total amount. The company is requesting \$70,000 from the City and \$70,000 from Palm Beach County, which is the total local match contribution. Carrier Corporation is also requesting the City appropriate an additional \$140,000 as a local Economic Development Employee Incentive Grant.

The company intends to create 100 new jobs in Palm Beach Gardens by December 31, 2021, with the new jobs having an annual average wage of at least \$91,124. Carrier Corporation has committed to a capital investment of \$25 million by December 31, 2021 for facility renovations and/or equipment purchases in the City of Palm Beach Gardens. This is in addition to the previous commitment and investment of \$115,000,000.

Staff has reviewed the information and supports the request of \$70,000 as the 10 percent local match to the QTI Program, subject to the following conditions:

- a. Evidence is provided to the City that Carrier Corporation has an Agreement with the Department of Economic Opportunity for the QTI Program;
- b. Palm Beach County has approved its economic development incentive award amount;
- c. There has been a public announcement of the project's location in the City of Palm Beach Gardens; and
- d. The \$70,000 local match funding will be made available in accordance with the guidelines set forth by the Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" required by Section 288.106, Florida Statutes.

Staff also supports the Economic Development Employee Incentive Grant request for \$140,000 based on \$1,400 per employee for the 100 new jobs created with an average annualized wage of at least \$91,124 consistent with the terms as set forth in the Agreement.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of Resolution 22, 2020 as presented.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION 22, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, GRANTING APPROVAL OF ECONOMIC DEVELOPMENT INCENTIVES FOR “PROJECT KNIGHT”; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, “Project Knight” is the world’s largest provider of building technologies; and

WHEREAS, “Project Knight” will create 100 new jobs with an average wage of \$91,124 by 2021; and

WHEREAS, the company has an estimated \$25 Million in capital investment by 2021; and

WHEREAS, on February 7, 2018, the City Council approved Resolution 7, 2018 conceptually approving the necessary cash commitment for local financial support of the Qualified Target Industry Tax Refund Program for “Project Knight” in the amount of \$70,000, which constituted half (10 percent) of the entire 20 percent of the required local financial support; and

WHEREAS, on May 3, 2018, the City Council approved Resolution 23, 2018 granting a conceptual Economic Development Employee Incentive Grant for “Project Knight” in the award amount of \$1,400 per employee for the 100 new jobs created based on the average minimum wage of \$91,124 by December 31, 2021; and

WHEREAS, the City currently has funds for the purposes of economic development opportunities; and

WHEREAS, the Economic Development Incentive Grant Agreement for Project Knight, which allocates the funds necessary to satisfy the local grant match, is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

1 **SECTION 2.** The City Council hereby recommends approval of "Project Knight"
2 as a Qualified Target Industry Business pursuant to Section 288.106, *Florida Statutes*
3 and hereby approves the Economic Development Incentive Grant Agreement, attached
4 as Exhibit "A", to satisfy the local financial support match for the Qualified Target Industry
5 Tax Refund Program for "Project Knight" in the amount of \$70,000, which constitutes half
6 (10 percent) of the entire 20 percent of the required local financial support.
7

8 **SECTION 3.** The City Council hereby authorizes and directs the Mayor to execute
9 Exhibit "A" for "Project Knight" in the award amount of \$140,000, based on \$1,400 per
10 employee for the 100 new jobs created with an average minimum wage of \$91,124 by
11 December 31, 2021.
12

13 **SECTION 4.** This Resolution shall become effective immediately upon adoption.
14

15
16 (The remainder of this page intentionally left blank.)
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

PASSED AND ADOPTED this _____ day of _____, 2020.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: _____
Mark T. Marciano, Mayor

ATTEST:

BY: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
R. Max Lohman, City Attorney

VOTE:

AYE NAY ABSENT

MAYOR MARCIANO	_____	_____	_____
VICE MAYOR LITT	_____	_____	_____
COUNCILMEMBER MARINO	_____	_____	_____
COUNCILMEMBER WOODS	_____	_____	_____
COUNCILMEMBER LANE	_____	_____	_____



EXHIBIT "A"



CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, FL 33410

**AGREEMENT
FOR AN
ECONOMIC DEVELOPMENT GRANT
BETWEEN
THE CITY OF PALM BEACH GARDENS
AND
CARRIER CORPORATION**

THIS AGREEMENT is entered into by and between the **City of Palm Beach Gardens**, a municipality organized and existing under the laws of the State of Florida, with a principal address of 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter referred to as the "City"), and **Carrier Corporation**, a foreign profit corporation organized and existing under the laws of the State of Delaware, whose Federal I.D. Number is 06-0991716 (hereinafter referred to as "Carrier"), with an address at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33410.

WITNESSETH:

WHEREAS, the Florida legislature enacted Section 166.021, *Florida Statutes*, that grants economic development powers to municipalities and acknowledges that the expenditure of public funds for economic development activities is a valid purpose; and

WHEREAS, pursuant to the above legislation, it is the policy of the City to stimulate economic growth in the City by either attracting new business to the City or by encouraging the expansion of existing businesses within the City; and

WHEREAS, the creation of new employment opportunities for residents of the City and the increased tax revenues resulting from such business expansion or relocation within the City is beneficial to the local economy; and

WHEREAS, the City Council has determined that providing economic development incentive grants encourages existing businesses to expand and encourages new business to enter the City, thereby creating new employment opportunities for the residents of the City; and

WHEREAS, Carrier is in a targeted industry proposing a project that will have a Capital Investment of \$25 Million and that will create one hundred (100) new jobs in the City with an Average Annualized Wage of at least Ninety-One Thousand One Hundred Twenty-Four Dollars (\$91,124) by December 31, 2021; and

WHEREAS, based on the one hundred (100) new jobs, the City will provide Carrier an appropriation of up to One Hundred Forty Thousand Dollars (\$140,000) as an economic development employee incentive grant; and

WHEREAS, the State of Florida has agreed to provide Carrier a Qualified Target Industry (“QTI”) Tax Refund award in the amount of Five Hundred Sixty Thousand Dollars (\$560,000); and

WHEREAS, the City proposes to provide Carrier a local match of up to 10 percent of the total Qualified Target Industry Tax Refund grant amount, or Seventy Thousand Dollars (\$70,000), to be paid in installments to the State over a six- (6) year period beginning in Fiscal Year 2020/2021 that will be based on Carrier’s job creation; and

WHEREAS, the City finds and declares that it is in the public’s best interest to award this economic development incentive grant to Carrier pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

2. Incorporation of Premises. The premise of this Agreement is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

3. Effective Date. This Agreement shall be effective on the date it is last executed by a party hereto.

4. The City’s Obligations:

I. The Qualified Target Industry “QTI” Tax Refund Program:

a. The City’s local match funding totaling Seventy Thousand Dollars (\$70,000) in accordance with Section 288.106, *Florida Statutes*, will be remitted in accordance with the guidelines set forth by the State of Florida’s Department of Economic Opportunity. Accordingly, the City will fund the necessary 10 percent local match each fiscal year as requested by the State of Florida’s Department of Economic Opportunity.

b. The City’s local match payments for the Qualified Target Industry Tax Refund Program Fund for the State’s Fiscal Years as requested by the State of Florida’s Department of Economic Opportunity shall be made utilizing the following phasing schedule:

<u>State FY</u>	<u>Scheduled Amount from State</u>	<u>City's 10% Local Match</u>
2020/2021	\$46,200	\$5,775
2021/2022	\$92,400	\$11,550
2022/2023	\$140,000	\$17,500
2023/2024	\$140,000	\$17,500
2024/2025	\$93,800	\$11,725
2025/2026	\$47,600	\$5,950
TOTAL:	\$560,000	\$70,000

However, if Carrier utilizes its option to extend by one year the job creation schedule under the Qualified Target Industry Tax Refund Program (the "Option"), the December 31, 2021 deadline to create the qualifying jobs will be extended until December 31, 2022 and the schedule above shall be adjusted accordingly.

II. The Economic Development Employee Incentive Grant:

- a. The City shall appropriate One Thousand Four Hundred Dollars (\$1,400) per job for the one hundred (100) new jobs created as an Economic Development Employee Incentive Grant, the total amount of the subject Grant equaling One Hundred Forty Thousand Dollars (\$140,000). The total new jobs (up to one hundred (100) jobs) created shall have an average annualized wage of at least Ninety-One Thousand One Hundred Twenty-Four Dollars (\$91,124).
- b. No payments under the Economic Development Employee Incentive Grant shall be disbursed to Carrier until all of the following milestones have been achieved, and evidence of such achievement has been provided to the City as follows:
 - i. Provision by Carrier of a copy of the fully executed agreement of the Qualified Targeted Industry Tax Refund Agreement between Carrier and the Florida Department of Economic Opportunity; and
 - ii. Provision by Carrier of a copy of the approved Palm Beach County Resolution for its approved portion of the local match (10 percent) for the QTI in the amount of Seventy Thousand Dollars (\$70,000); and
 - iii. Provision by Carrier of copies of real estate closing documents, receipts, paid invoices, and/or documentation of accounts payable and/or similar evidence that demonstrate Carrier has made an additional investment of at least Twenty-Five Million Dollars (\$25,000,000) for facility renovations and/or equipment purchases. This Twenty-Five Million Dollars (\$25,000,000) shall be in addition to the previous commitment of a One Hundred Fifteen Million Dollar (\$115,000,000) investment in the Palm Beach Gardens Facility located at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418.

- c. Upon completion of the required conditions of subsection II. b. hereinabove, the City shall disburse One Thousand Four Hundred Dollars (\$1,400) to Carrier for each new job created and filled prior to or on December 31, 2021 (December 31, 2022 if Carrier exercises the Option) provided that average annualized wage of all of the jobs is at least Ninety-One Thousand One Hundred Twenty-Four Dollars (\$91,124).
 - d. In no event shall the City's Grant disbursements to Carrier exceed One Hundred Forty Thousand Dollars (\$140,000).
5. Obligations of Carrier:
- a. Prior to December 31, 2021 (December 31, 2022 if Carrier exercises the Option), Carrier shall create one hundred (100) new jobs paying an average annualized wage of at least Ninety-One Thousand One Hundred Twenty-Four Dollars (\$91,124).
 - b. In order to request payment of the Economic Development Employee Incentive Grant, Carrier shall:
 - i. Provide a copy of the fully executed agreement of the Qualified Targeted Industry Tax Refund Agreement between Carrier and the Florida Department of Economic Opportunity; and
 - ii. Provide a fully executed copy of the Palm Beach County Resolution that approved the county's portion of the local match (10 percent) for the QTI in the amount of Seventy Thousand Dollars (\$70,000); and
 - iii. Demonstrate that Carrier has made an additional investment of at least Twenty-Five Million Dollars (\$25,000,000) for facility renovations and/or equipment purchases. Carrier shall substantiate the subject capital investment by providing the City copies of real estate closing documents, receipts, paid invoices, and/or documentation of accounts payable, and the like. The Twenty-Five Million Dollar (\$25,000,000) investment shall be in addition to the previous commitment of a One Hundred Fifteen Million Dollar (\$115,000,000) investment in the Palm Beach Gardens Facility, located at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418; and
 - iv. In order to qualify for payment disbursement, Carrier shall submit to the City a written request once each calendar year, no later than March 31st, along with all supporting documents, statements, and appropriate certified payroll documentation necessary to clearly identify the new jobs for which payment is being requested. Each separate annual request shall meet the average annualized wage of at least Ninety-One Thousand One Hundred Twenty-Four Dollars (\$91,124), and provide documentation to show that the new jobs are located at the Palm Beach

Gardens Facility, located at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418; and

- v. No later than March 31, 2022 (March 31, 2023 if Carrier exercises the Option), submit to the City all supporting documents, statements, and other evidence demonstrating full satisfaction that a total of up to one hundred (100) new jobs have been created and filled prior to December 31, 2021 (December 31, 2022 if Carrier exercises the Option) with an average annualized wage of at least Ninety-One Thousand One Hundred Twenty-Four Dollars (\$91,124), and that the new jobs are located at the Palm Beach Gardens Facility, located at 13995 Pasteur Boulevard, Palm Beach Gardens, Florida 33418.
- c. Upon the City's determination that Carrier has satisfied the applicable prerequisites for the subject installment payment, the City shall make the appropriate payment within ninety (90) days of receipt of Carrier's written request for same.
- d. Carrier shall maintain all one hundred (100) jobs for a period of no less than three (3) years after the Economic Development Employee Incentive Grant payment has been issued for the Project. If Carrier fails to maintain the subject jobs for the entire three- (3) year period, then Carrier shall reimburse the City One Thousand Four Hundred Dollars (\$1,400) for each job that Carrier has failed to maintain. Carrier shall pay any reimbursement due within thirty (30) days of the City's demand for same.
- e. Carrier shall verify the number of jobs created and demonstrate continuity of employment by providing an annual report to the City that identifies the job and annualized average wage information for each job to the City by March 31 of each year following the Economic Development Employee Incentive Grant payment. The annual report, containing the appropriate payroll documentation and salary information to satisfy the terms contained in this Agreement, shall be provided for three (3) years.

6. Termination.

- a. This Agreement shall automatically terminate on March 31, 2025 (March 31, 2026 if Carrier exercises the Option), or three (3) years after the final Economic Development Employee Incentive Grant disbursement has been made to Carrier, or upon any reimbursement payment by Carrier has cleared deposit, whichever occurs first.
- b. If Carrier defaults on any material obligation or material term of this Agreement, the City shall provide written notice to Carrier of the alleged default, and Carrier shall have sixty (60) days thereafter within which to cure same. In the event that the breach or default remains uncured after sixty (60) days, the City may provide written notice of termination to Carrier, and this

Agreement shall be terminated and Carrier shall within thirty (30) days thereafter reimburse the City any and all Economic Development Employee Incentive Grant funds paid to Carrier under this Agreement and after which time the City may pursue any and all legal remedies available to seek reimbursement of any and all remaining Economic Development Employee Incentive Grant funds paid to Carrier under this Agreement.

- c. Failure by the City to enforce a breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7. Records. Carrier shall maintain books, records, and other evidence relating to the Project in accordance with generally accepted accounting principles, procedures, and practices that document the Project in a manner that fulfills the requirements of this Agreement.

8. Audit. Carrier expressly acknowledges that the City shall have the right to audit the books and records of Carrier relating to the Project from time to time for compliance by Carrier with the terms, conditions, limitations, restrictions, and requirements of this Agreement, and such right will extend for a period of three (3) years after the term of this Agreement. The City shall, upon thirty (30) days' notice, have full access during normal business hours for inspection, review, and audit of the books and records of Carrier relating to the Project. Any cost incurred by Carrier as a result of a City audit shall be the sole responsibility of and shall be borne by Carrier.

9. Repayment. Carrier shall be liable for repayment of any funds dispersed under the terms of this Agreement that may be deemed by the City to have been dispersed in error.

10. Indemnification. Carrier shall indemnify and hold harmless the City, its agents, employees, and elected and appointed officials from and against all claims, damages, losses, and expenses (including all reasonable attorney's fees and costs, and all reasonable attorney's fees and costs on appeal) arising out of or resulting from Carrier's failure to comply with any material provision of this Agreement.

11. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement, but shall not be liable to each other or their successors or assigns for damages, costs, attorney's fees (including attorney's fees and costs on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include, but shall not be limited to, acts of God or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

12. Controlling Laws. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter

adopted. Venue for any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Palm Beach County, Florida.

13. Miscellaneous.

- a. Carrier warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for Carrier, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Carrier, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.
- b. Carrier warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, or marital status.
- c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.
- d. If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision, and such holding shall not affect the validity of the remaining portion hereto.
- e. If either party has to file suit to enforce the terms of this Agreement, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

14. Notices. Any notices required or allowed herein shall be in writing and given by overnight courier service (FedEx, UPS, and the like) with delivery confirmation by signature, or in person, with proof of delivery to the addresses below, or such other addresses either party shall have specified by written letters to the other party, delivered in accordance herewith:

City: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager

Carrier: Carrier Corporation
13995 Pasteur Boulevard
Palm Beach Gardens, Florida 33418
Attn: General Counsel

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

CARRIER CORPORATION

By: *[Signature]*
Kevin J. O'Connor
Chief Legal Officer

WITNESSES:

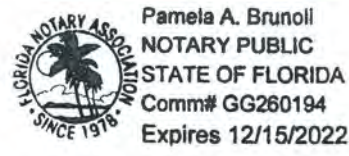
By: *[Signature]*
Print Name: John LeBuda
By: *[Signature]*
Print Name: Marele Thompson

STATE OF FLORIDA
COUNTY OF PALM BEACH

PERSONALLY APPEARED before me, the undersigned authority, Kevin J. O'Connor [] who is personally known to me or [] who has produced his/her _____ as identification, and is known to me to be the Chief Legal Officer of Carrier Corporation, and acknowledged before me that he executed the foregoing Agreement on behalf of Carrier Corporation, as its true act and deed, and that he was duly authorized to do so.

WITNESS my hand and official seal this 25th day of February, 2020.

Pamela A. Brunoli
NOTARY PUBLIC
Print Name: Pamela A. Brunoli
My Commission Expires: 12/15/2022



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By: _____
Mark Marciano, Mayor

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By:  _____
R. Max Lohman, City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION 7, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, PROVIDING CONCEPTUAL APPROVAL FOR "PROJECT KNIGHT" ECONOMIC DEVELOPMENT INCENTIVES FROM THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, "Project Knight" is the world's largest provider of building technologies; and

WHEREAS, the company is considering various locations outside of the State of Florida; and

WHEREAS, "Project Knight" will create 100 new jobs with an average wage of \$91,124 by 2021; and

WHEREAS, the company has estimated \$25 Million in capital investment over two years; and

WHEREAS, the City currently has funds for the purposes of economic development opportunities; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The City Council hereby recommends "Project Knight" be approved as a Qualified Target Industry Business pursuant to Section 288.106, *Florida Statutes*. The necessary cash commitment of local financial support for the Qualified Target Industry Tax Refund Program exists for "Project Knight" in the amount of \$70,000, which constitutes half (10 percent) of the entire 20 percent of the required local financial support.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 1st day of February, 2018.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: Maria G. Marino
Maria G. Marino, Mayor

ATTEST:

BY: Patricia Snider
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: R. Max Lonman
R. Max Lonman, City Attorney

VOTE:

AYE NAY ABSENT

MAYOR MARINO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR MARCIANO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER WOODS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER LANE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER LITT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION 23, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, PROVIDING "PROJECT KNIGHT" CONCEPTUAL APPROVAL FOR AN ECONOMIC DEVELOPMENT EMPLOYEE INCENTIVE GRANT FROM THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, "Project Knight" is considering various locations outside of the State of Florida; and

WHEREAS, "Project Knight" will create 100 new jobs with an average wage of \$91,124 by 2021; and

WHEREAS, the company has estimated \$25 million in capital investment over two years; and

WHEREAS, on February 7, 2018, the City Council approved Resolution 7, 2018, conceptually approving the necessary cash commitment of local financial support for the Qualified Target Industry Tax Refund Program for "Project Knight" in the amount of \$70,000, which constituted half (10 percent) of the entire 20 percent of the required local financial support; and

WHEREAS, the City currently has funds for the purposes of economic development opportunities; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The City Council hereby recommends a conceptual Economic Development Employee Incentive Grant for "Project Knight" in the award amount of \$1,400 per employee for the 100 new jobs created based on the average minimum wage of \$91,124 by December 31, 2021.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 3rd day of May, 2018.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: Maria G. Marino
Maria G. Marino, Mayor

ATTEST:

BY: [Signature]
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: [Signature]
R. Max Lofman, City Attorney

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>
MAYOR MARINO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR WOODS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER MARCIANO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER LANE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER LITT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Signature]